

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**UNITED NATIONS ECONOMIC AND SOCIAL COMMISSION
FOR WESTERN ASIA**

AND

**THE ORGANISATION FOR ECONOMIC CO-OPERATION AND
DEVELOPMENT**

This Memorandum of Understanding (hereinafter “MOU”) is entered into by the United Nations Economic and Social Commission for Western Asia (hereinafter referred to as ESCWA), headquartered in Beirut, Lebanon and the Organisation for Economic Co-operation and Development (hereinafter “OECD”), headquartered in Paris, France. ESCWA and OECD are hereinafter jointly referred to as the “Parties”, and individually to as a “Party”.

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

WHEREAS, ESCWA and the OECD recognise their mutual interest in improving the understanding and measurement of the progress of societies, namely through enhanced statistical indicators and by fostering debate on progress amongst different communities, cultures and interest groups;

WHEREAS OECD manages and implements, in co-operation with other institutions, ‘The Global Project on Measuring the Progress of Societies’ (hereinafter “the Initiative”) which fosters the development of sets of key economic, social and environmental indicators on the well-being of society and seeks to encourage the use of indicator sets to inform and promote evidence-based decision making, within and across the public and private sectors and civil society¹;

¹ Further information on the Initiative can be found at the following site: www.oecd.org/progress.

WHEREAS ESCWA is desirous of becoming a partner in the Initiative which is open to all sectors of society, building both on good practice and innovative research work;

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

Article I Purpose

1.1 The purpose of this MOU is to provide a framework for co-operation between the Parties to expand collaboration, discussion, and information sharing in areas including, but not limited to, complimentary policy research on societal development measurements and indicators, transforming societal progress measurements and statistics into accessible knowledge assets, and evidence-based policy dialogue. Specifically, the co-operation envisaged by the Parties falls within the parameters of the Initiative.

Article II Areas of Co-operation

2.1 This MOU is limited to the purpose and areas of co-operation outlined herein and is without prejudice to and wholly independent of the Parties' other areas of co-operation.

2.2 The Parties agree to co-operate on a non-exclusive basis, in the framework of the Initiative, by engaging in sharing information, and/or integrating complimentary research, production of related materials and/or activities in areas such as:

- a) Research on the measurement of societal progress in all its dimensions;
- b) Promotion of the development and the use of innovative ICT tools to facilitate the transformation of statistics into knowledge;
- c) Contribution to a global network to foster the measurement of progress in a way that is inclusive of multiple perspectives, across different levels of economic development and varied cultures;
- d) Development of a global infrastructure to facilitate the assessment of societal progress at national and global levels to bring about evidence-based policy discussions.

Article III Implementation

3.1 The Initiative is monitored by a Board² which meets twice yearly. As a partner of

² Current partners that are members of the Board include: OECD, The World Bank (WB), the United Nations Development Programme (UNDP), the United Nations Children's Fund (UNICEF), Inter-American Development Bank (IDB), African Development Bank (AfDB), International Association of Auditor Generals (INTOSAI), European Commission (through Eurostat), International Labour Organisation (ILO).

the Initiative, ESCWA shall participate in the Global Project Board and shall contribute to its work as appropriate, subject to availability of funds.

3.2 Each Party shall bear its own costs of public relations activities relating to the MOU, that are not otherwise addressed by a specific cost-sharing agreement concluded hereunder, and subject to clearance on case by case basis and availability of funds.

3.3 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.

3.4 Any activities undertaken by the Parties further to this MOU are subject to their inclusion in the Parties' respective programme of work and budget and shall be carried out in accordance with their respective regulations, rules, policies and procedures. In order to implement any potential activities which may arise, and in the event of any possible contribution from one Party to the other, ESCWA and OECD may enter into cost sharing agreements in accordance with both Parties' regulations, rules, policies and procedures which shall specify the costs and expenses relating to the activity and how they are to be borne by the Parties. The cost sharing agreements shall include a provision incorporating by reference this MOU, which shall be applicable to the cost sharing agreements and the projects/programmes financed therefrom.

Article IV Consultation and Exchange of Information

4.1 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 further to this MOU.

4.2 Consultation and exchange of information and documents under this Article shall be without prejudice to arrangements, which are in place or may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the expiration or early termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.

4.3 The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out and to plan future activities.

4.4 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 rules and procedures applicable to such meetings or conferences.

Article V
Intellectual Property and Use of Name and Emblem

5.1 Any product developed jointly by OECD and ESCWA under this MOU shall be the joint intellectual property of OECD and ESCWA.

5.2 Each Party recognises the rights of the other Party to use and reproduce any offline work separately, including the right of publication, subject to an appropriate acknowledgement of both Parties contribution to the work. Should a Party produce a book or any offline work, this work will be publish under the own copyright and responsibility of the Party handling the publishing. If the Parties wish to centralise the printing and distribution of the work, the modalities and costs will be determined at that time and the terms of a licence for the use of this work will be defined separately.

5.3 The paragraphs above are without prejudice of the respect by the Parties of their respective principles regarding confidentially and classification of documents.

5.4 The copyright of the logo for the Global Project shall be held by the OECD on behalf of the partners of the Initiative, including ESCWA.

5.5 Neither Party shall use the name or emblem of the other Party or any abbreviation thereof, without the express prior written approval of the other Party in each case.

5.6 Nothing in this MOU grants either Party the right to create a hyperlink to the other Party's website. Such link may be created only with the concerned Party's written authorisation.

5.7 The Parties agree to recognise and acknowledge this co-operation, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

Article VI
Term, Termination, Amendment

6.1 The proposed co-operation under this MOU is non-exclusive and shall have an initial term of two years from the Effective date, as defined in Article IX.

6.2 It may be terminated by either Party upon two months notice in writing to the other Party.

6.3 In the event of termination of the MOU, any cost-sharing agreements or project co-operation 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 co-operation documents are brought to a prompt and orderly conclusion.

6.4 This MOU may be amended by mutual written agreement of the Parties.

Article VII Notices and Addresses

7.1 Any notice or request required or permitted to be given or made under this MOU shall be in writing to the address specified below or such other address as shall be hereafter notified.

For ESCWA:

MR. BADER OMAR ALDAFA
UNDER-SECRETARY-GENERAL
ESCWA EXECUTIVE SECRETARY
UNITED NATIONS – ESCWA
P.O.BOX 11-8575
RIAD EL SOLH SQUARE
BEIRUT – LEBANON
TELEPHONE: +9611981310
FAX: +9613431340

For OECD:

MR. ANGEL GURRÍA
SECRETARY-GENERAL
OECD
2, RUE ANDRÉ-PASCAL
75775 PARIS CEDEX 16
FRANCE
TELEPHONE: +33 1 4524 8200
FAX: +33 1 4524 6322

Article VIII Privileges and Immunities; Settlement of Disputes

8.1 Any disputes between ESCWA and the OECD arising out of or relating to this MOU shall be settled amicably by the Parties.

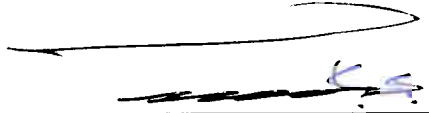
8.2 Nothing herein shall be deemed a waiver, express or implied, of any of the privileges and immunities of the UN, including ESCWA, or of the OECD.

Article IX
Entry into Force

9.1 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 authorised representatives of the Parties affix their signatures below.

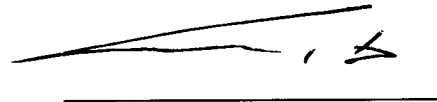
FOR ESCWA:



Mr. Bader Omar AlDafa
Under-Secretary-General
ESCWA Executive Secretary

Oct. 27. 2009
Date

FOR OECD:



Mr. Angel Gurría
Secretary-General

27 / October / 2009
Date