Memorandum of Understanding between OXFAM International and United Nations Economic and Social Commission for Asia and the Pacific

This memorandum of understanding (hereinafter the "MOU") is entered into by OXFAM International, represented by Winnie Byanyima, Executive Director, and the United Nations Economic and Social Commission for Asia and the Pacific (ESCAP), represented by Shamshad Akhtar, Under-Secretary-General of the United Nations and Executive Secretary of ESCAP (hereinafter referred to collectively as the "Parties" and individually as a "Party"), in accordance with the following preambular paragraphs and articles:

Considering that:

OXFAM International is an organization that works worldwide to find solutions to poverty and inequality and has regional office in Bangkok, Thailand and ESCAP is a regional commission of the United Nations that focuses economic, social and environmental development in Asia and the Pacific.

This MOU establishes the basis for technical cooperation, research, policy formulation support, dissemination/communication activities undertaken in order to strengthen efforts and initiatives for sustainable development with equality that are of interest to both parties.

The Parties hereby agree to the following:

Article 1 Purpose

The objective of this MOU is to establish a general framework and set out the broader guidelines for planning and implementing cooperation activities, some of which shall be carried out by ESCAP through its substantive divisions, regional institutions, and subregional offices; some other to be carried out by OXFAM through its national, regional and global offices. The Parties hereby undertake to:

(a) Cooperate, with respect for the respective approaches and individual nature of each Party, in order to strengthen the consensus between governments and social organizations in the region on the need to promote a policy agenda that addresses inequality and poverty in all its structural forms, focussing particular attention on: i) income and wealth inequality and its linkage with taxation and fiscal policy ii) inequalities between women and men rights iii) wage inequalities, differentials and living wages iv) unequal distribution and access to natural/productive resources;
(b) Collaborate on joint research and the diffusion of data, indicators, statistics and analytical information on topics of mutual interest;
(c) Coordinate and carry out technical cooperation and training activities in the Asia-Pacific region, including workshops, seminars, courses and meetings at national, regional and international levels, with an emphasis on the training and specialization of public policy researchers in order to address the challenges of reducing inequality and promoting inclusive and sustainable development in Asia and the Pacific;
(d) Exchange relevant material, data and information produced by either of the Parties in order to achieve wider dissemination;
(e) Promote the experiences of and lessons learned in Asia and the Pacific in the global debate on inequality, inclusiveness and sustainable development;
(f) Work together to further the debate in Asia and the Pacific on the need for fiscal reforms for inclusive growth with equality at the international, regional and national levels and encourage tax cooperation- which will include sharing tax information to avoid tax competition, rationalize tax exemptions and incentives and address domestic and cross-border tax avoidance;

(g) Co-develop technical support programmes and projects to support country governments, sub-regional government bodies such as the Association of Southeast Asian Nations (ASEAN) and the South Asian Association for Regional Co-operation (SAARC) among others and cooperate with civil society organizations (CSOs) to enhance capacity for addressing structural causes of inequality and identify respective sources of financing;

(h) Initiate research to promote transformation towards inclusive and sustainable development, including advocating for fair and just social structure and institutions, and responsible business conduct and business sustainability;

(i) Work with the private sector, as appropriate, as important stakeholders to mobilize their knowledge, resources and expertise and seek to encourage broader cooperation of different stakeholders for inclusive and sustainable development;

(j) Promote and protect the role of citizens and their organizations by expanding spaces for wider consultation and facilitating their engagement with governments and sub-regional government bodies on addressing inequality and promoting sustainable development;

(k) Jointly monitor the implementation of the above activities.

Article 2  Resources

This Agreement does not entail any transfers of funds between the Parties. The Parties may define arrangements for specific activities or objectives under separate specific arrangements to be entered into by the Parties.

Any funds received by ESCAP for the implementation of activities under the MOU shall be administered in compliance with the United Nations administrative and financial regulations and rules, particularly with respect to the established internal and external auditing procedures. All activities undertaken by ESCAP shall be subject to United Nations rules, regulations and guidelines.

Article 3  Specific agreements

Should the Parties wish to carry out specific activities, they shall formulate specific agreements and/or project documents defining the activities or projects to be carried out, which, once formalized in writing, shall become an integral part of this MOU and shall include the following information:

(a) Objectives
(b) Time frame for execution
(c) Allocation of human and material resources
(d) Financing
(e) Responsibilities of each Party
(f) Use, ownership and dissemination of outputs
(g) Any other information deemed relevant by the Parties.

Article 4  Institutional Coordination

In order to ensure the proper execution of this MOU, the Parties designate the following contact persons:

OXFAM International: Asia Regional Campaigns and Policy Manager

ESCAP: Director, Macroeconomic Policy and Financing for Development Division

With copies to: Director, Strategy and Programme Management Division
Any change to the above contact persons by either Party shall be notified in writing to the other Party with a view to ensuring the continuity of the MOU.

The focal person of both the Parties, along with their team members, meets once a year to review the progress and cooperation activities mentioned in this MOU.

Article 5  Intellectual property

Ownership of the intellectual property rights, including copyright and related rights, on the documents, studies, assessments, different categories of publications (in any format, including print, compact disc, video and web pages) or information produced under this MOU shall be agreed to in a separate written agreement. The use of emblems of each organization will be in accord with the current policies of each organization concerning such usage. OXFAM International may not use the UN or ESCAP name or emblem without the prior written consent of ESCAP. The Parties expressly agree to the use of any outputs of the activities under this instrument in their professional activities. Each party shall obtain the prior written consent of the other Party before the first disclosure of any outputs.

The Parties agree that this MOU does not grant them any licence or rights with respect to the intellectual property or the other Party.

Article 6  Duration

This MOU shall enter into effect upon its signature and remain valid for a period of five years. It may be extended by written agreement of the Parties.

This MOU may be terminated by either Party on six months’ notice in writing.

Article 7  Settlement of disputes

The Parties agree to resolve any dispute that may arise pertaining to this MOU through direct negotiations. Nothing in this MOU shall be construed as a waiver, express or implied, of the privileges and immunities of the United Nations enjoyed by ESCAP.

This MOU is executed in duplicate, with Oxfam International and ESCAP each to retain one original copy.

OXFAM INTERNATIONAL

[Signature]
Winnie Byanyima
Executive Director

ESCAP

[Signature]
Shamsbad Akhtar
Under-Secretary-General of the United Nations and Executive Secretary of ESCAP

Place and date: Bangkok, 25 November 2016