

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS ENTITY FOR GENDER
EQUALITY AND THE EMPOWERMENT OF WOMEN
AND
PARLAMERICAS¹**

This Memorandum of Understanding (“MOU”) is entered into by the United Nations Entity for Gender Equality and the Empowerment of Women (“UN-Women”), and ParlAmericas. UN-Women and ParlAmericas are hereinafter jointly referred to as the “Parties”.

WHEREAS, UN-Women is the United Nations organisation devoted to gender equality and the empowerment of women. It is also responsible for mobilising efforts by the United Nations to promote gender equality, increase opportunities and combat discrimination throughout the world;

WHEREAS, UN-Women is interested in enhancing its development activities in women’s equality and the empowerment of women, advancing progress across the board, through leadership and political participation, economic empowerment and ending violence against women; that in the area of Women Political Empowerment in the Americas and Caribbean, UN Women is devoted to promoting substantive equality and parity democracy, by providing technical assistance to governments, parliaments, women movements and political organizations, coordinating and generating synergies among partners, generating knowledge products to promote gender equality and women political empowerment, and strengthening the capacities and women leadership;

WHEREAS, ParlAmericas is an organization established in 2001 (pursuant to Resolution 1673/99 of the OAS General Assembly) and duly organized under the laws of Canada, and is committed to promoting parliamentary participation in the inter-American system, to contributing to inter-parliamentary dialogue and cooperation in dealing with issues of hemispheric concern, and to improving and enhancing national and hemispheric democratic processes by providing a leadership forum;

WHEREAS, the Group of Women Parliamentarians, a permanent working group of ParlAmericas, strengthens the work of women and men parliamentarians by providing a space to share and exchange experiences and knowledge from a gender equality perspective, strengthens the leadership of women politicians through ongoing regional exchange, promotes the creation of mechanisms encouraging women’s participation in politics, and strengthens women’s active participation at ParlAmericas working meetings, incorporating a gender perspective into each of the topics analyzed by the organization;

¹ The English is the original version.

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 agree to cooperate as follows:

Article I Purpose

The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the Parties, on a non-exclusive basis, in areas of common interest.

Article II Areas of Cooperation

The Parties agree to cooperate in the areas of legislative work in favor of gender equality, parity democracy and women's political leadership, in the following areas of activity:

- i) Advocating for legislative initiatives that advance gender equality, by empowering women and by preventing and eradicating gender-based discrimination and violence, in particular political violence against women;
- ii) Strengthening gender sensitivity within parliamentary institutions and parliamentary work in the Americas;
- iii) Integrating UN Women's campaigns and technical expertise in ParlAmericas programming;
- iv) Strengthening UN Women's engagement with ParlAmericas activities and member parliaments;
- v) Coordinating joint and complementary actions to advance women's political participation;
- vi) Technical and financial cooperation.

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 Article 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 In order to implement the specific activities envisioned hereunder, the Parties shall conclude cost-sharing agreements in accordance with the applicable UN-Women 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. 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 UN-Women and the concerned governments, and in accordance with the applicable UN-Women regulations, rules and directives.

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 ParlAmericas.

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 Use of Name and Emblem

5.1 Neither Party shall use the name, emblem or trademarks of the other party, or any 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 UN-Women name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by UN-Women of ParlAmericas services.

5.2 ParlAmericas acknowledges that it is familiar with UN-Women'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 UN-Women.

5.3 Nothing in this MOU grants to ParlAmericas the right to create a hyperlink to the UN-Women website. Such link may be created only with UN-Women's written authorization.

5.4 The Parties agree to recognize and acknowledge this partnership, 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 cooperation under this MOU is non-exclusive and shall have an initial term of two years from the Effective Date, as defined in Article XII, 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 2 years.

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 UN-Women:

Luiza Carvalho, Regional Director for the Americas and the Caribbean
Casa de las Naciones Unidas, Edif. 128, 2do piso.
Ciudad del Saber, Clayton, Panamá.
Telephone 507 3024500 Fax 507 3024551

FOR ParlAmericas:

Alisha Todd, Director General
710 - 150 Wellington Street
Ottawa, Canada K1P 5A4
Telephone 613 594 5222 Fax 613 594-4766

**Article VIII
Representations**

ParlAmericas represents that it is an organization in good standing duly organized under the laws of Canada. ParlAmericas shall promptly notify UN-Women of any legal investigation or fiscal audit that it may be subject to from time to time.

**Article IX
Settlement of Disputes**

8.1 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.

**Article X
Privileges and Immunities**

9. 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 XI
Miscellaneous**

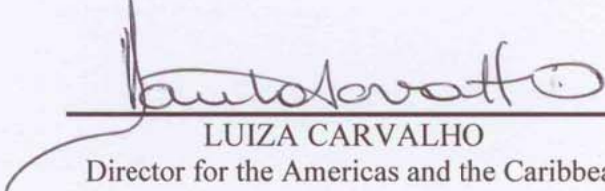
10. This MOU and any related co-financing agreements and project document comprise the complete understanding of the Parties in respect of the subject matter in this MOU and supersede all prior agreements relating to the same subject matter. Failure by either Party to enforce a provision of this MOU 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.

**Article XII
Entry into Force**

11. 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.

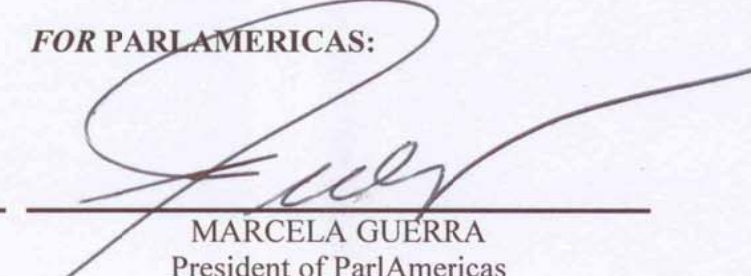
IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

FOR UN-Women:



LUIZA CARVALHO
Director for the Americas and the Caribbean

FOR PARLAMERICAS:

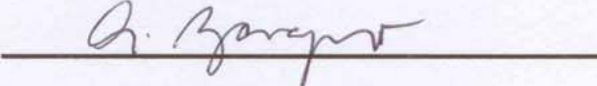


MARCELA GUERRA
President of ParlAmericas




JENNIFER SIMONS
President of the Group of Women
Parliamentarians

Witness:



Witness:



IRUNE AGUIRREZABAL
Regional Adviser on Leadership and Political
Participation, UN Women-Regional Office for the
Americas and the Caribbean

Date:
Place:

Date: September 4, 2015
Place: Panama City