

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ORGANISATION FOR ECONOMIC CO-OPERATION AND
DEVELOPMENT
AND
THE UNITED NATIONS ECONOMIC AND SOCIAL COMMISSION FOR
ASIA AND THE PACIFIC

I. INTRODUCTION

1. The OECD and the United Nations Economic and Social Commission for Asia and the Pacific ("ESCAP") (each individually an "Organisation" and together the "Organisations") benefitted from a fruitful collaboration under a previous memorandum of understanding that expired in December 2016. The Organisations reaffirm their desire to work together in areas of mutual interest in the service of the developing countries of Asia and the Pacific through the present Memorandum of Understanding (MOU).

II. PURPOSE OF COOPERATION

2. As both the OECD and ESCAP have the mandate to promote the economic and social well-being of people and both give priority to poverty reduction and inclusive and sustainable development, the OECD and ESCAP plan to work together to reduce poverty and to promote inclusive, sustainable and resilient development in the Asia-Pacific region, in support of the Sustainable Development Goals (SDGs).

Any activities conducted under this MOU are subject to their inclusion in the Organisations' respective programmes of work and budgets and to the availability of funds. They shall be carried out in accordance with their respective rules, policies, procedures and practices.

III. General Principles for Cooperation

- 3.1 The OECD and ESCAP will be guided by the following general principles:
- (a) country and, where relevant, regional (and sub regional) ownership of sound development policies and programmes are necessary to ensure inclusive, sustainable and resilient development;
 - (b) long-term approaches to inclusive, sustainable and resilient development are needed;

- (c) full stakeholder participation in consultative processes should be encouraged, consistent with available resources; and
- (d) development policies and programmes should be result-oriented and built on transparent relationships between development assistance providers and beneficiary countries.

3.2 The OECD and ESCAP will:

- (a) focus on the shared strategic and operational priorities of the two Organisations; and
- (b) use the comparative strengths and advantages of each Organisation in the delivery of results.

IV. Means of Cooperation

The OECD and ESCAP may cooperate by various means including:

- (a) sharing knowledge of lessons learned and evaluations of development in Asia and the Pacific and countries in other regions;
- (b) consulting each other in policy dialogue at the regional¹ and sub-regional levels and programming for regional and sub-regional activities;
- (c) exploring the potential of co-financing regional and sub-regional programmes and projects, whose realisation would be subject to a separate written agreement; and
- (d) subject to separate written agreement between the Organisations, exchanging or seconding staff to enhance cross-fertilization and knowledge sharing.

V. Finances

- 5.1 This MOU does not of itself give rise to any commitment of resources, financial or otherwise, on the part of the UN or the OECD. Each Organisation shall bear its own costs under this MOU, unless otherwise agreed to in the separate agreements to be concluded by the Organisations, referred to in sub-Paragraph 5.2 below.
- 5.2 Implementation of any subsequent projects and programmes pursuant to this MOU, including those involving the transfer of funds or allocation of liabilities between the Parties, if any, and the publication of jointly prepared works pursuant to Paragraphs 14.4 and 14.5 hereof, will be subject to the execution of

¹ Regional is defined as referring to the Asia-Pacific region, which is defined as comprising all regional member and associate member countries of ESCAP per ESCAP's Terms of Reference. Sub regional is defined as referring to any sub region of Asia-Pacific representing a particular configuration of ESCAP regional and associate member states defined for a particular purpose but in principle referring to both South and South-West Asia; East and North-East Asia, North and Central Asia, South-East Asia, or the Pacific.

appropriate legal agreements between the Organisations. Such agreements shall also include a provision incorporating by reference this MOU.

VI. Areas of Cooperation

The collaboration of the Organisations will focus on a number of strategic priority areas as listed in the Appendix, which may be amended from time to time.

VII. Exchange of Information

The OECD and ESCAP will cooperate using an open, comprehensive and regular exchange of information at the institutional level. They agree to make appropriate arrangements to:

- (a) provide copies of publications and public documents of each Organisation in areas of common interest; and
- (b) provide information on their respective websites regarding activities carried out under this MOU, in particular concerning:
 - conferences, seminars and workshops;
 - regional, country, sector and thematic policy/strategy documents;
 - programme and project documents; and
 - regional programme, country programme, sectoral, or other projects.

VIII. Reciprocal Invitations

The OECD and ESCAP agree that, in the areas of common interest and in accordance with the Organisations' respective rules, policies, procedures and practices, they will extend each other reciprocal invitations to:

- (a) annual regional OECD conferences and the ESCAP Annual Sessions as well as ESCAP Committees on a self-financing basis; and
- (b) other meetings, conferences, seminars and workshops, where appropriate.

Pursuant to Paragraph 5 of this MOU, each Organisation shall bear its own costs arising out of and relating to its attendance in the other Organisation's meetings and other events set forth above.

IX. Periodic Consultations

The OECD and ESCAP will convene periodic consultations to review what is being planned, what is being implemented, and what is being achieved in terms of results as well as to discuss new challenges, opportunities and problems. They agree to hold such consultations periodically as required and not less than once every two years.

X. Responsible Contacts for Management of the MOU

The OECD and ESCAP agree to designate as responsible contacts for the activities under this MOU:

- (a) for the OECD: Director of the Global Relations Secretariat
- (b) for ESCAP: Division Director, Strategy and Programme Management Division.

XI. Preparation, Implementation and Evaluation of Joint Work Activities

The OECD and ESCAP will prepare:

- (a) at the outset of the term of the MOU, a list of all current operational cooperation activities between the two Organisations and their status of implementation; and
- (b) an indicative list of planned cooperation activities for two subsequent years, and periodic joint reports on the status of implementation of the cooperation activities.

The Organisations will update these documents from time to time in order to ensure that they reflect as closely as possible the current status of their co-operative activities.

XII. Acknowledgements and Use of Institutional Names and Emblems

The OECD and ESCAP agree that:

- (a) there will be public acknowledgment of the role and contribution of each Organisation in cooperation projects in all public information documentation related to such cooperation in accordance with the Organisations' relevant rules, policies and procedures;
- (b) the use of the emblem(s) of each Organisation in documentation related to cooperation will be in accordance with the rules, policies and procedures of each Organisation;
- (c) the use of either Organisation's emblem by the other Organisation shall require the prior written authorization of the former in each instance; and

- (d) additional agreements concluded pursuant to Paragraph 5, above, may include additional arrangements governing the use of the name and emblem of the Organisations.

XIII. Duration, Amendment and Termination

The OECD and ESCAP agree that:

- (a) the MOU will be in effect from the date of signature by both Organisations and will remain in effect until 31 December 2024;
- (b) the MOU may be renewed in writing for further periods of no more than five years, subject to a joint review, taking into account the strategic planning process of both Organisations;
- (c) the MOU may be amended by mutual written consent of the Organisations; and
- (d) the MOU may be terminated by either Organisation on six months' prior notice to the other Organisation in writing. In such a case, the Organisations will agree, as appropriate, on the steps to ensure that the activities initiated under the MOU are brought to a prompt and orderly conclusion.

XIV. Intellectual Property

- 14.1 The Organisations recognise the importance of protecting and respecting intellectual property rights. This MOU does not grant the right to use any work created outside the framework of this MOU, of which one Organisation is the author or holds the intellectual property rights.
- 14.2 Any work or material created within the framework of this MOU of which one Organisation is the sole author or holds the intellectual property rights will remain the sole property of that Organisation, with the other Organisation having a licence to use that work for the purposes of this MOU.
- 14.3 Intellectual property rights over any joint work or material created by the Organisations' collaborative activities under the MOU and of which both Organisations are the authors will be jointly held by the Organisations. Each of the Organisations may use and reproduce this work or material separately, subject to Clause 14.4 below, and to an appropriate acknowledgement of the other Organisation's contribution to the work or material. Each Organisation will seek the written consent of the other before granting any license to a third party.
- 14.4 The Organisations shall conclude a written agreement:
 - (i) if either Organisation wishes to translate the work or material that they jointly own; or

(ii) if both Organisations wish to publish any part of the work or material that they jointly own as a co-publication.

14.5 If only one of the Organisations wishes to publish any part of the jointly owned work or material (the "Publishing Organisation"), and the other Organisation does not want to participate in the publication, the Organisations shall consult in good faith to agree on either of the following:

(i) The Organisations shall conclude a written agreement according to which the Publishing Organisation shall publish the jointly-owned work or material while recognising the ownership and contribution of the other Organisation; or

(ii) The Organisations shall conclude a written agreement according to which the Publishing Organisation shall publish the jointly-owned work or material without recognising the ownership and contribution of the other Organisation and in accordance with the terms set forth in clauses 14.6 (i)-(iv) below.

14.6 If after 45 days from the date that the Publishing Organisation informs the other Organisation that it wishes to publish any part of the jointly-owned work or material the Organisations are unable to reach an agreement, the Publishing Organisation may publish the jointly-owned work or materials provided that the Publishing Organisation shall:

(i) not attribute, including in the copyright notice, the jointly-owned work or material in the resulting publication to the other Organisation or disclose or make public to any third party the participation of the other Organisation in the creation of the jointly-owned work or material;

(ii) not use the name or emblem of the other Organisation in the publication;

(iii) include a notice in the publication expressing its sole responsibility for the content of the publication; and

(iv) assume responsibility, including financial responsibility, for all claims and liability arising from and in connection with the publication of the jointly-owned work or material and brought by any third party against the other Organisation.

XV. Miscellaneous

15.1 No provision herein shall be construed so as to in any way interfere with the OECD's or ESCAP's independent decision-making autonomy with regard to their own respective affairs and operations.

15.2 Any dispute between the OECD and ESCAP arising from the interpretation or implementation of this MOU shall be resolved through amicable negotiation between the Organisations.

15.3 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, or of the OECD.

Signed in two original copies in English on 25 September 2019 at UN Headquarters,
New York, USA.

**For the United Nations Economic and
Social Commission for Asia and the Pacific**



Ms. Armida Salsiah-Alisjahbana

Under-Secretary-General of the United Nations
and Executive Secretary of ESCAP

**For the Organisation for Economic
Co-operation and Development**



Mr. Angel Gurría

Secretary-General of OECD

APPENDIX**to the Memorandum of Understanding between OECD and ESCAP
Proposed Areas for OECD-ESCAP Cooperation**

The collaboration of the Organisations will focus on a number of strategic priority areas including, but not limited to:

- (a) follow-up and review of the 2030 Agenda;
- (b) responsible business conduct;
- (c) statistics;
- (d) taxation;
- (e) trade, digital trade facilitation and regional connectivity;
- (f) development of international standards, certifications, and codes for the testing of agricultural machinery;
- (g) gender equality; and
- (h) science and innovation.