

MEMORANDUM OF UNDERSTANDING

BETWEEN

**UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND
CULTURAL ORGANIZATION**

AND

**INTERNATIONAL BANK FOR RECONSTRUCTION AND
DEVELOPMENT,
INTERNATIONAL DEVELOPMENT ASSOCIATION**

13 JULY 2017

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This Memorandum of Understanding (“Memorandum”) represents a statement of intent by the International Bank for Reconstruction and Development (“IBRD”) and the International Development Association (“IDA”) (together, the “World Bank” or the “Bank”) and the United Nations Educational, Scientific and Cultural Organization (“UNESCO”) (together the “Parties”), to collaborate in the achievement of common objectives as described, and on the basis outlined, below.

1. Background

- (a) The World Bank’s overarching mission is to reduce poverty, improve living conditions, and promote sustainable and comprehensive development in its developing member countries. It has established two ambitious goals to anchor its mission: end extreme poverty within a generation and boost shared prosperity. The World Bank will achieve these goals by providing loans, concessional financing, technical assistance, and knowledge sharing services to its developing member countries and through partnerships with other organizations.
- (b) Further to its mission, the World Bank, through its Sustainable Development Practice Group’s Social, Urban, Rural and Resilience Global Practice, has an interest in collaborating with other international organizations to address the global challenge of sustainable development in the developing world.
- (c) UNESCO is a multilateral organization, member of the United Nations institutional family, and engaged in the promotion of education, science and culture worldwide. UNESCO works to create conditions for dialogue among civilizations, cultures and peoples, based upon respect for commonly shared values and seeks to achieve sustainable development encompassing observance of human rights, mutual respect and the alleviation of poverty.
- (d) Further to its mission, UNESCO, through its Culture Sector, has equal interest in developing partnerships with other multilateral organizations in pursuing the policies and practices of culture and development.

2. Common Objectives

- (a) Consistent with their respective mandates, the Parties’ desire to collaborate in joint initiatives furthering the understanding and the promotion of cultural, social and natural heritage in the pursuit of sustainable development in the world, and particularly in the developing world, contributing to the achievement of the Sustainable Development Goals (SDGs).

(b) In particular, the Parties anticipate that their collaboration will focus on a number of specific substantive areas, which will include, but not be limited to:

(i) *Cultural Heritage, historic urban landscapes and urban regeneration*: this would include technical assistance and policy collaboration to promote the historic urban landscape agenda and urban regeneration in developing countries, notably with regard to urban properties that are inscribed on the UNESCO World Heritage List. This would notably entail joint operational activities at country level, publications, conferences, or other knowledge-sharing initiatives that demonstrate the development impact and opportunities from investing in the safeguarding of cultural heritage and urban regeneration of historic sites, through holistic approaches linked to sustainable tourism, urban infrastructure, public-private partnerships, as well as community-driven development approaches; and

(ii) *Cultural and creative industries*: this would include technical assistance and knowledge-sharing activities on the role of cultural and creative industries to support the competitiveness of cities in developing countries, contribute to inclusive economic and social development, and promote cultural diversity;

(iii) *Resilience and cultural heritage*: this would include technical assistance and policy collaboration on the protection of cultural heritage and city reconstruction, in post-disaster and post-conflict situations. This would notably entail joint collaboration on global knowledge and policy development, country-level operations, and post-disaster and post-conflict needs assessment.

3. Collaboration

(a) Further to the achievement of their common objectives, the Parties intend to consider ways to:

- (i) share knowledge, ideas and lessons learned;
- (ii) plan joint capacity building programs in areas of common interest;
- (iii) collaborate on the promotion, preparation and organization of joint workshops/conferences/training seminars;
- (iv) collaborate on the organization and execution of high-level joint research projects on subjects of primary interest;
- (v) collaborate on ways to join with other entities which could bring further support to the activities pursued under this Memorandum;
- (vi) collaborate on the dissemination of the lessons learned/results of projects/research to the public through publications, the Internet, seminars, workshops, conferences and other easily accessible and inexpensive means; and

- (vii) periodically evaluate the effectiveness of working in collaboration with reference to their respective organizational mandates and priorities.
- (b) The Parties anticipate that each Party will contribute to the activities undertaken pursuant to this Memorandum, in one or more of the following ways:
 - (i) mobilizing its own staff for the pursuit of the objectives of this Memorandum, and paying for related out-of-pocket expenses;
 - (ii) financing the travel and subsistence costs related to the mobilization of the other Party's staff where reasonable and if budget resources are available;
 - (iii) providing facilities for workshops, conferences or training seminars;
 - (iv) engaging and funding consultants;
 - (v) providing support to relevant stakeholders; and
 - (vi) such other means as the Parties may agree.
- (c) Each Party shall be responsible for its own share of the associated financial and other obligations under this Memorandum.

4. Intellectual Property

- (a) The Parties recognize the respective intellectual property rights to materials used for or resulting from the collaborative activities conducted under the framework established by this Memorandum. The Parties retain the intellectual property rights in all its pre-existing materials used for the activities and to materials developed by its own staff, including its consultants or contractors.
- (b) Where the Parties identify a need to use the other Party's materials for the purposes of performing the activities under this Memorandum, or to prepare derivative works or new works in connection with activities under taken hereunder, specific licenses with respect to the Parties' intellectual property rights in such materials will be entered into by the Parties for the specific activity.
- (c) UNESCO and the World Bank recognize their respective public interest mandates and accept that intellectual property rights arising from collaborative activities shall be used to meet the development objectives of the collaborative activities and will not condition the use of their respective intellectual property rights to restrict access by the World Bank, UNESCO or third parties to the work products, or condition the use for commercial benefit.

5. Names, Marks and Logos

- (a) The Parties acknowledge that the names and marks “International Bank for Reconstruction and Development,” “IBRD,” “International Development Association,” “IDA,” “World Bank,” and all variations thereof including their associated logos (collectively, the “Bank Name”) and the United Nations Educational, Scientific and Cultural Organization (“UNESCO”) and all variations thereof including their associated logo(s) (collectively, the “logos”) are the sole and exclusive properties of the World Bank and UNESCO, respectively. Neither Party shall acquire any right, title or interest in the other Party’s Name under this Memorandum.
- (b) The Parties acknowledge that any and all uses by one Party of the other Party’s Name shall inure solely to the benefit of the other Party. The Parties understand and agree that neither Party may use the other Party’s Name in any manner whatsoever that conveys or suggests, directly or indirectly, endorsement or support of the Party or products or services thereof by the other Party. All uses by one Party of the other Party’s Name in any manner (other than casual or generally accepted uses) shall be subject to the approval of the other Party, which approval will not be unreasonably withheld. Upon termination of this Memorandum, or at the request of either Party at any time, each Party shall immediately discontinue any and all use of the other Party’s Name and shall destroy stationery, brochures, proposed paid media and other similar materials bearing any form of the other Party’s Name that then are in the possession or control of each Party.

6. Disclosure and Publicity

- (a) UNESCO and the World Bank may disclose to the public this Memorandum and information with respect to activities contemplated herein in accordance with their respective policies on the Disclosure of Information. UNESCO and the World Bank may make such disclosure in their internal reporting but shall not make any reference to the collaboration in any manner in their advertising of their products or services or in the solicitation of any contracts or other business, whether or not to be financed by UNESCO, the World Bank or an affiliate thereof, except as otherwise required by UNESCO or World Bank policy.
- (b) UNESCO and the World Bank may not seek to directly or indirectly benefit commercially from UNESCO or the World Bank’s involvement in such collaborative activity. However, publications resulting from such collaborative activity may acknowledge the collaboration of the parties. The Parties will jointly formulate a text for such acknowledgment.
- (c) Any sharing of confidential information between the Parties will be subject to their respective policies and procedures relating to the disclosure of information.

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- (d) UNESCO and the World Bank recognize that they may have in their possession or control, or have access to, information of a financial, business, proprietary or commercially sensitive or other non-public nature that may be relevant to the Common Objectives. UNESCO and the World Bank have the obligation to maintain the confidential nature of such information and shall not be required to share with each other any information that UNESCO and the World Bank consider, in their respective sole discretion, to be of a financial, business, proprietary or commercially sensitive or other non-public nature.

7. **Conflict of Interest**

The collaboration between the World Bank and UNESCO on activities under the present MoU is not intended to give an unfair competitive advantage or preference to (i) UNESCO in connection with the procurement of goods, works or services by the World Bank or by World Bank borrowers under investment project financing, or (ii) the World Bank in connection with the procurement of goods, works or services by UNESCO, where such procurement (“downstream procurement”) results from or has a direct relationship to activities under this Memorandum. The Parties further acknowledge that participation of either Party in any such downstream procurement shall be subject to the application of the other Party’s applicable rules, including on conflict of interest.

8. **Key Points of Contact**

- (a) Each Party designates its representative with overall responsibility for implementing this Memorandum, including responsibility for formulating work plans for activities to be undertaken pursuant to it:

For the World Bank: Mr Ahmed Eiweda
Lead Urban Specialist
World Bank Group Singapore Office
10 Marina Boulevard, Marina Bay Financial Center,
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E-mail: aeiweida@worldbank.org

For UNESCO: Ms Dorine Dubois
Coordinator, Culture and Development
Executive Office, Culture Sector,
UNESCO
7, place de Fontenoy
75352 Paris 07SP
FRANCE
Phone: +33-145683830
E-mail: d.dubois@unesco.org

9. **Disputes, Controversies and Claims**

In case of a dispute or controversy between the Parties arising out of or relating to any collaborative activity undertaken pursuant to this Memorandum, the Parties shall attempt to reach an amicable resolution in good faith.

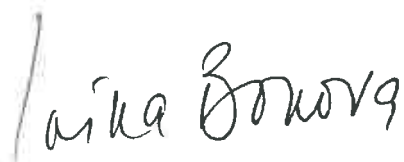
10. **Limits to Understanding**

- (a) This Memorandum does not constitute an agreement or commitment by either Party to enter into or provide support for any specific activity. Specific arrangements for individual activities will be set forth in written document or work plan to be jointly formulated by the Parties, and subject to separate agreements, as needed.
- (b) Nothing in this Memorandum shall be construed as creating a joint venture, an agency relationship, or a legal partnership between the Parties.
- (c) Nothing in this Memorandum is intended to be, or should be construed as a waiver of the privileges and immunities of UNESCO and the World Bank or their respective officers and employees, which privileges and immunities are hereby specifically reserved.
- (d) This Memorandum will supersede any previous intentions or understandings communicated between the Parties in respect of collaborative activities contemplated herein.

11. **Term**

- (a) This Memorandum shall become effective upon signature by both Parties on the date set forth below. It shall have a term of 6 (six) years. The Parties may agree to extend the term of this Memorandum in writing.
- (b) Either Party may terminate the present Memorandum upon three months' written notice.

In witness whereof, the Parties have caused this Memorandum to be executed as of the day and date written below.



**UNITED NATIONS EDUCATIONAL,
SCIENTIFIC AND CULTURAL
ORGANIZATION**

Name: Ms. Irina Bokova
Title: Director-General



**INTERNATIONAL BANK FOR
RECONSTRUCTION AND
DEVELOPMENT, and INTERNATIONAL
DEVELOPMENT ASSOCIATION**

Name: Mr. Ede Ijjasz-Vasquez
Title: Senior Director, Global Practice
on
Social, Urban and Rural Development,
and Resilience

Authorized Signatory on behalf of
Mr. Ede Ijjasz-Vasquez:
Mr. Sameh Naguib Wahba,
Director, Global Practice on
Social, Urban and Rural Development,
and Resilience

Date: _____

13.07.17