MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE
EMPOWERMENT OF WOMEN
AND
THE NON RESIDENT NEPALI ASSOCIATION (NRNA), NEPAL

This Memorandum of Understanding ("MOU") is entered into by the United Nations Entity for Gender Equality and the Empowerment of Women ("UN Women"), and the Non Resident Nepali Association (hereinafter "NRNA"). UN Women and NRNA are hereinafter jointly referred to as the "Parties".

WHEREAS, UN Women is the United Nations organization devoted to gender equality and the empowerment of women. It is also responsible for mobilizing 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 many respects as the operational arm of the United Nations at the country level and works with partners in numerous countries to promote sustainable development, eradication of poverty, advancement of women, good governance and the rule of law;

WHEREAS, NRNA is an organization duly organized under the laws of Nepal and is an association of Non Resident Nepalis (Registration No: - 01-2070/71, Nepal Government), established on 11 October 2003, and committed to uniting and bringing Nepalese residing all over the world under one umbrella; protecting and promoting their interest in and outside Nepal, and utilizing their potential and resources for the welfare of Nepal. The NRNA's motto is "by Nepali for Nepali";

WHEREAS, to achieve these goals, the NRNA will promote and protect the rights and interests of Nepalese residing outside Nepal; coordinate among Nepali communities and their organizations to establish a global network and a common platform to represent the Nepali Diaspora; mobilize the knowledge, skills, capital and other resources in the disposal of NRNA for the socio-economic development of Nepal in coordination and partnership with the government, national and international institutions; preserve and promote Nepali culture and tourism globally; and act as a catalyst in attracting and facilitating NRNs and foreign direct investment in Nepal.
WHEREAS, Government of Nepal has given legal status to NRNA by promulgating the Non-Resident Nepali Act 2064.

WHEREAS, the parties have worked together in the past for the promotion and protection of women migrant workers' rights;
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 following areas of activity:

i) Raise awareness and strengthen understanding of how the growing diaspora populations from Nepal can effectively promote gender equality and women's empowerment in Nepal, in line with the country's commitments to sustainable, equitable and inclusive development.

ii) Promote the rights of migrant workers, especially women migrant workers and their families in Nepal and in countries of employment.

iii) Advocate for gender-responsive investments in Nepal by diaspora populations.

iv) Strengthen understanding of the effective use of remittances in furthering inclusive development in Nepal.

v) Promote exchange of information, knowledge and skills between diaspora populations and Nepalese’s at home to foster innovation in equitable and inclusive development.

**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
Implementations 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 NRNA.

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 NRNA's services.

5.2 NRNA 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 NRNA 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.

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.
Article VIII
Representations

8.1 NRNA represents that it is an organization in good standing duly organized under the laws of Nepal Government (Registration No.- 01-2070/71), established on 11 October 2003. NRNA 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

9.1 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.

9.2 Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing paragraph shall be referred to arbitration under the UNCITRAL Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.
Privileges and Immunities

10.1 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

11.1 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

12.1 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 authorized representatives of the Parties affix their signatures below.

FOR UN-Women:  
Name: Ziad Sheikh  
Title: Representative  
Date: 05 August 2014

FOR NRNA:  
Name: Shesh Giri  
Title: President  
Date: 6 August 2014