



MEMORANDUM OF UNDERSTANDING
between
THE UNITED NATIONS OFFICE FOR PROJECT SERVICES
and
LEGACOOP Italia

This “Memorandum of Understanding” is signed by the parties concerned, namely:

- The United Nations Office for Projects Services (hereafter “UNOPS”), based in Copenhagen, here represented by Mr Bernhard Schlachter, as Director of the Switzerland Operations Centre in Geneva (hereafter UNOPS/Geneva);
- And the Lega Nazionale delle Cooperative e Mutue (hereafter LEGACOOP Italia) based in Rome in Via A. Guattani n.9, here represented by its President, Giuliano Poletti.

Hereinafter, UNOPS and LEGACOOP Italia shall be collectively referred to as “Signatories”.

WHEREAS

- UNOPS/Geneva has established an own operative office based in Rome which provides a service denominated *Service for International Partnership* (hereafter UNOPS/SIP) for technical assistance to local administration, civil society and productive sector organizations, universities and other actors interested in decentralized cooperation.
- UNOPS/SIP works in close collaboration with the of ART (*Articulating Territorial and Thematic Networks of Cooperation for Human Development*) Scientific Committee for human development cooperation and with various programs implemented by UNOPS. Within these programs, ILS LEDA that provides support cooperation partnerships in the economic field and technical assistance for Local Economic Development Agencies, IDEASS which is involved in the diffusion of human development innovations, UNIVERSITAS which is involved in the research and training for development executives;
- UNOPS has established a special *Trust Fund for Knowledge, Innovation and Policies for Territorial Development* which allows receiving contributions directly from donors in order to realize decentralized cooperation projects in collaboration with the other United Nations Agencies;
- UNOPS collaborates also with UNDP, ILO, UNESCO, UNIFEM, WHO and other United Nations agencies in the realization of the international cooperation initiative called ART that implements GOLD country framework programmes (Governance and Local Development), whose purpose is to promote democratic governance, human development and the achievement of the millennium development goals, also through territorial and thematic decentralized cooperation partnerships;
- LEGACOOP Italia is, by statute, an association that safeguards and represents associated cooperatives and works independently from any other political, social and economic organization. The fundamental goals of LEGACOOP Italia are the promotion of mutualistic cooperation which is not open to private speculation, the dissemination of cooperative ideas and experience, the representation and protection of associated cooperatives and other organizations so that they may consolidate and develop;



- LEGACOOP Italia works for the development and strengthening of the cooperative movement, nationally and internationally;
- LEGACOOP Italia works at the international level as part of the international cooperative system represented by the International Co-operative Alliance, an NGO that has consultative status at the United Nations;
- LEGACOOP Italia works at the international level in the frame of the guidelines established by the organizations and agencies of the UN system for the achievement of Millennium Development Goals and by European Union institutions;
- LEGACOOP Italia has signed a “Memorandum of Understanding” with the Italian Representation of the International Labour Organization in order to collaborate for reinforcing co-operative movement and dignified labour, social inclusion, enterprise social responsibility and fight against poverty;
- LEGACOOP Italia, its members and associated cooperatives have traditionally engaged in international solidarity activities and development cooperation, as well as dissemination of the cooperative culture;
- To pursue its goals, LEGACOOP Italia maintains constant relations with other national and international cooperative associations and with organizations whose aims are coincident or compatible with its own;
- LEGACOOP Italia may not carry out economic activities in accordance with Article 5 of Legislative Decree No 86 of 21 March 1988, converted into Law 160, 20 May 1988;

The Signatories recognize that each have the mandate to sign this act and

DECLARE THAT:

- I. LEGACOOP Italia intends to work with UNOPS and other UN agencies to promote and strengthen the role of cooperatives in the development strategies of the south of the world, as an important element in policies to reduce poverty.
- II. LEGACOOP Italia recognizes the importance of international partnerships between local development actors to strengthen the internationalization of territorial development, increasing and enhancing opportunities for different social and economic actors to establish economic, scientific, technological, and commercial relations, training and solidarity.
- III. The Signatories pursue the same objectives and intend to cooperate in areas of common interest, to increase the effectiveness of their efforts to promote sustainable development.
- IV. The Signatories to this 'Memorandum of Understanding' wish to establish stable forms of cooperation.



**BY SIGNING THIS DOCUMENT,
the signatories agree to cooperate in accordance with the following conditions:**

**Article I
Object**

- 1.1 The purpose of this “Memorandum of Understanding” is to regulate cooperation between the signatories on the basis of mutual interest and non-exclusivity with regard to planned initiatives and therefore each of the parties may also set up initiatives with third parties for similar or analogous projects.
- 1.2 LEGACOOOP Italia, using its own associative structures (national, regional and sectoral) and the experience of its members, may contribute to the achievement of shared goals through activities involving training, technical assistance and transfer of entrepreneurial and associative know-how, networking with cooperatives in the north and south, technical support on matters of cooperative interest (legislative reform, local cooperation networks, strengthening representative structures, strengthening of local markets, empowerment of local producers, etc.), raising awareness at national and international level on the themes identified in agreement with the multilateral partners and with the representative organizations of the cooperative movement.
- 1.3 The signatories, each acting under their own rules and procedures, shall implement, coherently with what is established in the Annex A (which is part of this Memorandum of Understanding), the “UNOPS -- LEGACOOOP Italia for the international cooperation project” and in particular agree to:
 - 1.3.1 Coordinate activities in fields of common interest to strengthen the cooperative movement and promote sustainable development, social inclusion, social responsibility, the fight against poverty and contribute to achieving the Millennium Development Goals;
 - 1.3.2 Direct their collaboration mainly on focus countries of interest to LEGACOOOP where ART implements programmes for governance and local development and which express an interest in the development and strengthening of cooperatives as an instrument for sustainable economic and social development. This collaboration may also be extended to other interested countries where UNOPS or other United Nations agencies have adequate operational tools to integrate partnership action;
 - 1.3.3 Identify, in field of common interest, specific areas for collaboration and project design, to implement both nationally and locally in interested countries and at the international level;
 - 1.3.4 Maintain a constant exchange of information, publications and documents concerning common work areas and topics of common interest;
 - 1.3.5 Assess and define, without prejudice to respective priorities and in the framework of available resources, a number of joint initiatives which relate specifically to the contribution of cooperatives to the achievement of the Millennium Development Goals;



- 1.3.6 Identify, in the framework of this collaboration, possible synergies with other national and international institutions, agencies and organizations, in order to ensure sustainability of each joint initiative.
- 1.4 To define the specific initiatives of the “UNOPS - LEGACOOP Italia for the international cooperation project” the Signatories shall set up a Joint Working Group to draw up annual action plans, which could involve missions to countries of interest.
- 1.5 Representatives appointed by LEGACOOP Italia to the Joint Working Group shall include experts in various fields of activities of interest, one of whom is to act as “liaison officer” with UNOPS;
- 1.6 UNOPS shall designate as its representatives to the Joint Working Group:
 - the UNOPS/SIP Coordinator for international partnership support activities;
 - the UNOPS/ILS LEDA Coordinator for technical assistance to Local Economic Development Agencies and international partnerships between local development actors;
 - The Head of the International UNOPS IDEASS for the transfer of human development innovations.
- 1.7 Annual Action Plans shall be drafted by the Joint Working Group on the basis of strategies outlined in articles 1.2 and 1.3 and in Annex A.
- 1.8 The Annual Action Plans, for jointly identified initiatives, shall each include an indication of the financial resources needed for implementation and the available sources of funding, which may include:
 - co-financing of ongoing ART GOLD programmes or other United Nations initiatives
 - cooperation funds or European Commission structural funds
 - other local, national and international, public and private sources that may be activated by the Signatories.
- 1.9 Any financial contributions mobilized by LEGACOOP Italia shall be used by UNOPS in accordance with this “Memorandum of Understanding”, in particular in accordance with the directions of the Joint Working Group, the annual action plans and the agreements made with the heads of programmes in interested countries.
- 1.10 Any financial contributions mobilized by the Signatories within the framework of this “Memorandum of Understanding” and utilized as specified in the item 1.9, will be directly transferred to the UNOPS Trust Fund “Knowledge, Innovation and Policies for Territorial Development (KIPT), which was specially designed to encourage cooperation with regions, local authorities and associations and also to encourage the participation of UN agencies, with the aim of reserving 7% of the total for the received contributions, and 8% in the case that funds shall be transferred by UNOPS to other agencies executing the activities. In this case 7% is reserved for these agencies and 1% will be available for UNOPS for pass-through expenditures.
- 1.11 UNOPS shall manage the mobilized contributions in accordance with the rules and regulations of the United Nations.
- 1.12 UNOPS undertakes to implement the “UNOPS - LEGACOOP Italia for the international cooperation project” by mobilizing its human and organizational resources and those made available by the ART GOLD programmes concerned and other multilateral programmes, on



the basis of joint project planning valorising e utilizing the expertise of LEGACOOP Italia system as outlined in the article 1.2 of the present Memorandum. Resources made available will be quantified in each annual project action plan.

To implement the agreed projects in intervention countries, procedures shall be followed that regulate decentralized cooperation in a multilateral context, which envisage, in particular, project-specific agreements made with ART GOLD programmes and the other interested multilateral programs, which will be responsible for the implementation and co-financing of the projects.

Article II Consultation and exchange of information

2.1. The signatories undertake to keep each other informed on a regular basis and to consult on matters of common interest, which, in their opinion, may favour mutual cooperation.

2.2. Consultation and exchanges of information and documentation, which are to take place in accordance with the provisions in this article, shall not exclude recourse to provisions that may become necessary to safeguard the confidential and restrictive nature of certain information and certain documents. These provisions shall remain in force even when this “Memorandum of Understanding”, and any other agreement drawn up between the signatories as part of this collaboration, has been finalized.

2.3. The signatories commit themselves, at appropriate intervals of time, to convene meetings to assess the results of activities conducted under this “Memorandum of Understanding” and to plan future activities.

2.4. The signatories may invite each other to send observers to meetings or conferences convened by the parties or sponsored by them when, in the opinion of one of the signatories, the other might be interested. Invitations will be subject to procedures applicable to such meetings or conferences.

Article III Implementation of the MEMORANDUM OF UNDERSTANDING

3.1 In order to develop the strategies set out in this “Memorandum of Understanding” (items 1.2 and 1.3 and Annex A), the signatories shall define project agreements which, in accordance with UNOPS regulations, standards and procedures, include contributions to the Trust Fund for Knowledge, Innovation and Policies for Territorial Development. These agreements shall specify the costs or expenses related to the activities and how these will be met by the financial sources which the Signatories will be able to mobilize. The agreements relating to the Trust Fund shall also include a reference to this “Memorandum of Understanding” which is applicable to the Trust Fund agreements and the projects/programmes funded by it.

3.2. As set forth in paragraphs 1.7 and 1.8 of this “Memorandum of Understanding”, the Signatories shall jointly formulate the annual action plans which shall define the specific activities to be implemented, the necessary financial resources and implementation procedures.

3.3. All activities shall be implemented on the basis of this document and the annual action plans, in agreement with UNDP and/or the ART GOLD programmes and/or other UN agencies concerned and their respective partners, such as national and local governments, socio-



economic actors, associations and institutions, in accordance with United Nations regulations, standards and procedures.

3.4. The Signatories shall, on their own behalf and in their own name, meet the expenses incurred in public relations activities determined by the partnership and that do not refer to a specific co-financing agreement defined later.

3.5. No Signatory may act as agent, representative or member of another signatory or may sign contracts or make commitments on behalf of another signatory. Each party shall be solely responsible for making payments, as established in this “Memorandum of Understanding” and any other jointly agreed financial participation in projects on the basis of this Agreement. Each signatory shall be responsible for acts and omissions relating to this “Memorandum of Understanding” and its implementation.

3.6. Each signatory shall be responsible for acts and omissions relating to this “Memorandum of Understanding” and its implementation.

Article IV Visibility

The parties agree that the collaboration agreements shall be published and therefore agree to recognize the role and contribution of each party in any public information document regarding this cooperation. They also agree on the use the name and logo of each of the organizations in documentation regarding this cooperation, in accordance with the regulations in force in each of the organizations and with the prior approval, made in writing, of each signatory.

Article V Duration, termination and modification

5.1. The cooperation, as proposed under the “Memorandum of Understanding”, is not exclusive and will initially last 2 years from the date the Memorandum is signed, unless any of the signatories should terminate this “Memorandum of Understanding”, after having given notice in writing to the other signatories at least 3 months in advance. Such termination shall enter into effect, subject to the settlement of any outstanding obligations.

5.2. This “Memorandum of Understanding” may be terminated, after prior notification of any one of the signatories, on completion or at the end of the envisaged period of time, unless the parties have previously agreed an extension, or on the basis of one of the following grounds for termination:

- a.- Non-fulfilment of agreed goals.
- b.- Mutual agreement of the signatories.

5.3. Should this “Memorandum of Understanding” be terminated, this may also apply to the agreements for participation in financing expenses and project documents signed in accordance with the “Memorandum of Understanding” and with the provisions for termination set out in those agreements. In this case, the signatories shall take the necessary measures to ensure that activities planned under this “Memorandum of Understanding”, the arrangements for participation in financing expense and project commitments are completed without delays or difficulties.

5.4. This “Memorandum of Understanding” may be changed on the basis of a mutual agreement of all signatories and shall be notified in writing, in accordance with respective internal procedures.



Article VI Notifications and addresses

Any notification or request which is deemed necessary or allowed or carried out under this “Memorandum of Understanding” shall be made in writing. Such notification or request will be considered properly submitted or presented on time if delivered personally, by mail, fax or telegram to the party concerned at the addresses indicated below or any other address which has been duly notified:

For UNOPS: Bernhard SCHLACHTER
Director
Switzerland Operations Centre
UNOPS, Geneva Palais des Nations
CH 1211 Geneva 10, Switzerland
bernhard@unops.org

For LEGACOOP Italia: Stefania Marcone
Responsible
Ufficio Relazioni Internazionali e Politiche Europee
Legacoop
Via A. Guattani 9
00161 Roma
s.marcone@legacoop.coop

Article VII Miscellaneous

This “Memorandum of Understanding”, as well as any co-financing agreement or project document associated with it, is based on the full understanding of the Signatories of the object of the agreement itself and supersedes any previous agreement covering the same object. The failure of any of the signatories to observe any of the provisions in the “Memorandum of Understanding” does not entail the non-application of the agreement or any other provision in it. The invalidity or inapplicability of any provision will not affect the validity or capacity to carry out any of the other provisions in the “Memorandum of Understanding.”

In the unlikely event of discrepancies arising in relation to the interpretation or application of this agreement, the matter will be referred to the authorized representatives of the parties, who shall regulate the issue individually or jointly.

Any dispute, controversy or claim arising out of this “Memorandum of Understanding” shall be resolved through direct negotiations between the parties. All disputes arising from the interpretation and implementation of the “Memorandum of Understanding”, which cannot be resolved by mutual agreement, shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Parties.



**Article VIII
Entry into force**

This "Memorandum of Understanding" shall be signed in multiple copies, each of which shall be regarded as original and shall all together constitute a single document taking effect from the date on which it is signed by the Signatories.

AS TESTIMONY OF THE CONFORMITY OF THE FOREGOING, the duly authorized representatives of the signatories sign:

Rome, 29 September 2009

For LEGACOOP Italia:

GIORGIO BERTINELLI
The Vice President

For UNOPS:

BERNHARD SCHLACHTER
Director, Switzerland Operations Centre, Geneva