

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED NATIONS DEVELOPMENT PROGRAMME  
AND CORE PLANNING GROUP - OFFICE OF HBCU DEVELOPMENT &  
INTERNATIONAL COOPERATION**

This Memorandum of Understanding (“MOU”) is entered into by the United Nations Development Programme (“UNDP”), a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States with its headquarters in New York, NY (USA), and the Office of Historically Black Colleges and Universities Development & International Cooperation (hereinafter “CPG-OHBCUD”), headquartered in CHICAGO, ILLINOIS. UNDP and OHBCUD are hereinafter referred to individually as a “Party” and jointly as the “Parties”;

**WHEREAS**, UNDP serves in many respects as the operational arm of the United Nations at the country level and works with partners in numerous countries to promote among other things sustainable development, eradication of poverty, advancement of women, good governance and the rule of law;

**WHEREAS**, UNDP represented by UNDP Regional Bureau for Africa is interested in enhancing its development activities in areas of research, education, innovation, policy, and economic development towards achieving the Sustainable Development Goals (SDGs) in Africa;

**WHEREAS**, CPG-OHBCUD is an organization duly organized under the laws of the United States of America and the State of Illinois and is a not-for-profit organization that envisions the preservation of the historic legacy, socio-economic, and institutional empowerment of Historically Black Colleges and Universities and Predominantly Black Institutions and, by extension, the well-being of the predominantly African descendant communities.

**WHEREAS**, the Parties share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of their efforts for Africa’s development and the human development of people of African descent;

**WHEREAS**, the Parties recognize potential benefits in enhancing communications and dialogue among African and Caribbean nations, all persons of African descent, and many of the Historically Black Colleges and Universities and Predominately Black Institutions in the United States;

**WHEREAS**, the Parties share a common interest to increase access to quality education, facilitate access to economic opportunities, secure civil and legal justice for Africans and all people of African descent towards advancing achievement of Sustainable Development Goals (SDGs), particularly Goal numbers four (4), eight (8) and seventeen (17);

**NOW, THEREFORE,** the Parties wish to express their intention to cooperate as follows:

**Article I  
Purpose and Scope**

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

The Parties hereby establish a strategic partnership (“the Partnership”) with the aim of achieving shared objectives and common goals in the area of advancing achievement of the Sustainable Development Goals (SDGs) for the African continent and for people of African descent.

**Article II  
Areas of Cooperation**

The Parties intend to cooperate in the following areas of activity:

- i) To jointly organize annual events, at the margins of the United Nations meeting of the General Assembly, that bring together key stakeholders to partner towards advancing achievement of the SDGs for Africa and people of African descent, including SDGs 4, 8, and 17
- ii) To organize platforms for the exchange of development best practices and creation of partnerships for SDGs interventions in selected countries
- iii) To jointly develop and operationalize distance learning programmes between African and African diaspora institutes of higher education, for any programme of study, including African languages and African studies.
- iv) To jointly develop staff and student exchanges and internships between African and African diaspora institutes of higher education.
- v) To share research and data on areas of common interest to the global African diaspora towards collectively achieving the Sustainable Development Goals (SDGs).
- vi) To share best practices and lessons learned on operations and administration towards building capacity for African and African diaspora institutions of higher education, and cognate social entities of African descent.
- vii) To jointly mobilize resources for pertinent development exchanges and towards achieving the activities above, in Africa and for people of African descent
- viii) To seek quality education, economic empowerment, civil and criminal justice through the facilitation of policy dialogue and advocacy events targeted at opinion leaders, academics, businesspersons and top-level policymakers on achieving the SDGs for people of African descent.
- ix) To jointly consider all ways and means available to sustain support for the protracted implementation of these international, regional and national activities throughout the African diaspora; and

- x) To support sharing and distribution of knowledge products produced by the Parties to this partnership.

### **Article III Consultation and Exchange of Information**

3.1 The Parties will, 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 MOU will 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 will, 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 will be subject to the procedures applicable to such meetings or conferences.

### **Article IV Use of Name and Emblem and Publicity**

4.1 Neither Party will use the name, emblem or trademarks of the other Party, or any of 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 UNDP name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of CPG-OHBCUD's services.

4.2 The costs of public relations activities relating to the partnership will be the mutual responsibility of UNDP Africa and CPG-OHBCUD according to an agreed-upon work plan, or if there is no agreed work plan each party will bear its own costs and expenses.

4.3 CPG-OHBCUD acknowledges that it is familiar with UNDP'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 UNDP.

4.4 Nothing in this MOU grants to CPG-OHBCUD the right to create a hyperlink to the UNDP website. Such link may be created only with UNDP's written authorization.

4.5 The Parties will recognize and acknowledge this partnership, as appropriate. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgement.

#### **Article V**

##### **Term, Termination, Renewal, Amendment**

5.1. The proposed cooperation under this MOU is non-exclusive and will have an initial term of *one*] year from the Effective Date, as defined in Article X ("Effectiveness"), 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 one year.

5.2 Termination of this MOU will not affect any other agreements relating to the subject matter of this MOU which will, unless terminated or expired, continue to regulate the relationship between the Parties in accordance with the terms thereof.

5.3 This MOU may be amended only by mutual written agreement of the Parties.

#### **Article VI**

##### **Representations**

CPG-OHBCUD represents that it is an organization in good standing duly organized under the laws of the United States of America and the State of Illinois. CPG-OHBCUD shall promptly notify UNDP of any legal investigation or fiscal audit that it may be subject to from time to time, if any such occurs during the duration of this MOU. .

#### **Article VII**

##### **Settlement of Disputes**

7.1 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.

7.2 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 United Nations Commission on International Trade Law (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.

**Article VIII**  
**Legal Provisions Relating to Implementation**

8.1 Notwithstanding anything in this MOU to the contrary, (a) this MOU constitutes an expression of intent only and not a legally binding document; (b) nothing herein shall be construed as creating a legally binding commitment, financial or otherwise; (c) nothing herein shall be construed as creating a joint venture and neither Party shall be an agent, representative or joint partner of the other Party; (d) all of UNDP's activities envisaged hereunder are subject to the availability of funding ; (e) any funds received by UNDP shall be used, and all UNDP activities further to this MOU will be carried out, in accordance with the project documents agreed between UNDP and the concerned programme government(s) where the activities will be implemented, and in accordance with the applicable UNDP regulations, rules, policies and procedures; and (f) each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

8.2 CPG-OHBCUD represents that it is a legal entity formed and existing under the law of the United States of America and has all the necessary powers, authority, and legal capacity to enter into this MOU and perform its obligations hereunder.

8.3 In the event of inconsistency between any provision of this Article VIII and a provision of another section of the MOU, this Article VIII shall prevail.

8.4 Unless otherwise agreed upon, each Party shall bear its own expenses for carrying out its responsibilities under the provisions of this MOU.

**Article IX**  
**Privileges and Immunities**

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 X**  
**Effectiveness**

This MOU will become effective on the date in which it is duly signed by both Parties ("Effective Date").

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

***FOR UNDP:***

***FOR CPG-OHBCUD***

Ahmed Eziakona

Name

RBA Director

Title

23/9/2019

Date

[Signature]

Said M. Mohamed

Name

CHAIRMAN - CP&HBCUD, INC

Title

9/23/2019

Date

[Signature]

Witness

Name Clarence B. Jones / [Signature]

Title Dir. Institute for Nonviolence & Social Justice  
University of San Francisco

Date: 23 Sept 2019

[Signature]

Witness & the Presiding - SA.

23/09/2019