

Compilation of Memoranda of Understanding/Cooperation Agreements



















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SOUTH ASIAN ASSOCIATION FOR REGIONAL COOPERATION SECRETARIAT

FOREWORD

Launched on 8 December 1985, the South Asian Association for Regional Cooperation (SAARC) comprises Afghanistan, Bangladesh, Bhutan, Indian, the Maldives, Nepal, Pakistan, and Sri Lanka as its members. The Association's Secretariat is based in Kathmandu.

Instituted with the primary objectives to promote the welfare of the peoples of South Asia and to improve their quality of life through accelerated economic growth, social progress and cultural development in the region, SAARC also promotes cooperation with international and regional organizations with similar aims and purposes.

Accordingly, since its inception, SAARC has been pursuing consultation and collaboration with a number of regional and international organizations, several of which are under the United Nations. Such cooperation is governed by Memoranda of Understanding or Cooperation Agreements signed by SAARC with respective organizations all over the globe. Essentially, these Agreements define the scope and objectives of SAARC's consultation and collaboration with various organizations.

This publication is a compilation of such Memoranda of Understanding or Cooperation Agreements signed with several entities that have shown interest to collaborate with SAARC.

I do hope that readers will find this publication very useful.

Kathmandu, 1 December 2016

E-mail: saarc@saarc-sec.org Web-site: http://www.saarc-sec.org

Contents

S.	No Contents Page	No
1.	Memorandum of Understanding between SAARC and UNCTAD regarding	
	DataBase on Trade Control Measures signed on February 5, 1993.	1
2.	Framework Agreement between SAARC and United Nations Social and Economic	
	Commissionfor Asia and the Pacific (ESCAP) signed on 4 February 1994.	2
3.	Memorandum of Understanding between SAARC and Asia Pacific Telecommunity	у
	(APT) signed on 4 February 1994.	6
4.	Memorandum of Understanding between SAARC and United Nations International	al
	Drug Control Programme (UNDCP) signed on 18 August 1995.	9
5.	Memorandum of Understanding on Administrative Cooperation between SAARC and	
	European Commission (EC) signed on 10 July 1996.	13
6.	Memorandum of Understanding between SAARC and International Telecommunication	on
	Union (ITU) signed on 10 March 1997.	15
7.	Memorandum of Cooperation between SAARC and Canadian International Development	ent
	Agency (CIDA) signed on 2 July 1997.	19
8.	Memorandum of Understanding between SAARC and World Health Organization (William)	HO)
	signed on 23 August 2000.	21
9.	Cooperation Arrangement between SAARC and the IBRD and IDS (World Bank)	
	signed on 9 March 2004.	23
10.	Memorandum of Understanding between SAARC and National Metrology Institute	
	of the Federal Republic of Germany (PTB) signed on 25 November 2003.	26
11.	Memorandum of Understanding between SAARC and Asian Development Bank (ADI	3)
	signed on 12 April 2004.	28
12.	Memorandum of Understanding between SAARC and United Nations Programme on	
	HIV/AIDS (UNAIDS) signed on 19 April 2004.	32
13.	Memorandum of Understanding between SAARC and United Nations Population Fund	d
	(UNFPA) signed on 17 Jun 2004.	35
14.	Memorandum of Understanding between SAARC and South Asia Cooperative	
	Environment Programme (SACEP) signed on 8 July 2004	38

15. Memorandum of Understanding between SAARC and Food and Agriculture		
	of the United Nations (FAO) signed on 13 October 2004.	40
16.	Agreement between SAARC and World Organization for Animal Health (OIE), signed	
	on 30 November 2005.	43
17.	Memorandum of Understanding between the SAARC and United Nations Educational,	
	Scientific and Cultural Organization (UNESCO) signed in January 2008.	46
18.	Memorandum of Understanding between SAARC and Deutsche Gesellschaft fuer	
	Internationale Zusammenarbeit (GIZ) signed on 26 June 2013.	48
19.	Cooperation Agreement between SAARC and United Nations Children's	
	Fund (UNICEF) signed on 18 March 2014.	51
20.	Memorandum of Understanding between the SAARC and the United	
	Nations Entity on Gender Equality and the Empowerment of Women	
	(UN Women) signed on 15 April 2014.	55
21.	Memorandum of Understanding between SAARC and Asian Disaster	
	Preparedness Centre (ADPC) renewed on 29 April 2014.	62
22.	Memorandum of Understanding between SAARC and United Nations	
	Environment Program (UNEP) renewed on 29 April 2014.	64
23.	Memorandum of Understanding between SAARC and United Nations	
	Secretariat of the International Strategy Disaster Reduction	
	(UN/ISDR) renewed on 10 May 2014.	67
24.	Memorandum of Understanding between the SAARC and Centre on	
	Integrated Rural Development for Asia and the Pacific (CIRDAP)	
	signed on 13 Nov 2015.	69

MEMORANDUM OF UNDERSTANDING REGARDING DATABASE ON TRADE CONTROL MEASURES

- 1. The South Asian Association for Regional Cooperation (SAARC) and the United Nations Conference on Trade and Development (UNCTAD), recognizing the vital role of upto-date information as a management and planning tool, agree to collaborate in the maintenance, the further development and the dissemination of a Database on Trade Control Measures (TCMs).
- 2. Following decision 354 (XXXIV) of the Trade and Development Board, which called on the UNCTAD Secretariat to provide on request information from its Database under its own responsibility, UNCTAD invited governments of Member States to designate national focal points for this purpose.
- 3. The SAARC Secretariat is encouraged to participate in this dissemination activity utilizing its existing communication network in the SAARC-area to provide, on request, extracts of the information from the Database to public focal points in its member countries.
- 4. The SAARC Secretariat will also endeavour to answer requests from private parties of countries within the region for information from the Database and will establish a procedure for receiving contributions for this service on the lines of the system adopted by UNCTAD.
- 5. For this purpose UNCTAD will, on a regular basis, provide the SAARC Secretariat with an up-dated copy of the Trade Analysis and Information System (TRAINS), which will include up-to-date information from the Database on Trade Control Measures.
- 6. The SAARC Secretariat undertakes to up-date the Database on Trade Control Measures for its Member States, following UNCTAD's Coding System. The Coding System will be adjusted once a year, if necessary. At least once a year, the SAARC Secretariat will provide UNCTAD with the most recent data relating to its Member States.
- 7. This Memorandum of Understanding will be implemented in accordance with the respective administrative procedures and practices of the Secretariat of SAARC and the Secretariat of UNCTAD.
- 8. This Memorandum of Understanding shall enter into force upon signature by the Secretary-General of SAARC and the Secretary-General of UNCTAD. It may be amended in writing by agreement between the parties concerned.

For South Asian Association Regional Cooperation For the United Nations Conference on Trade and Development

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I.H. Zaki Secretary-General 5 February 1993 K.K.S. Dadzie Secretary-General 5 February 1993

FRAMEWORK AGREEMENT BETWEEN

THE SOUTH ASIAN ASSOCIATION FOR REGIONAL COOPERATION (SAÀRC) AND

THE UNITED NATIONS ECONOMIC AND SOCIAL COMMISSION FOR ASIA AND THE PACIFIC (ESCAP)

- 1. With a view to strengthening cooperation and collaboration between the two Organizations in the service of their membership, the South Asian Association for Regional Cooperation (SAARC) and the United Nations Economic and Social Commission for Asia and the Pacific (ESCAP) agree to enter into this Agreement, which is concluded taking into account the following:
 - Charter of the South Asian Association for Regional Cooperation
 - Terms of Reference of ESCAP
 - 2. Accordingly, SAARC and ESCAP agree to:
 - cooperate and collaborate, to the extent possible, on development issues and concerns of mutual interest;
 - develop and implement, as appropriate, joint studies, workshops and seminars on mutually identified areas of priority concern;
 - exchange analytical reports and technical publications on mutual economic and social development concerns;
 - establish linkages through exchange of information, documentation and ideas between SAARC and ESCAP;

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A M cooperate in providing relevant substantive information, data and analytical materials to their respective technical and thematic committees as indicated below:

SAARC	ESCAP		
Agriculture	Committee on Poverty Alleviation through Economic Growth and Social Development		
Environment	Committee on Environment and Sustainable Development		
Health and population activities	-do-		
Rural development	Committee on Poverty Alleviation through Economic Growth and Social Development		
Women in Development	-do-		
Science and Technology	Committee for Regional Economic Cooperation		
Communications, Tourism and Transport	Committee on Transport and Communications		

3. SAARC and ESCAP also agree to cooperate with each other, to the extent possible, through undertaking active collaboration in the following specific areas of mutual interest:

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- poverty alleviation, including macro-economic policies, institutional support and
 economic and technical cooperation among developing countries;
- human resources development;
- role of women in development;
- drug abuse demand reduction;
- trade policy, negotiations and trade promotion, including review and strengthening of existing regional cooperation arrangements such as the Asian Reinsurance Corporation, the Asian Clearing Union and the Bangkok Agreement;
- economic and social impact of privatization; and scope of privatization in services sector, including financial and infrastructural services;
- role of foreign direct investment in goods and services sector;
- Harmonization of investment incentives to attract foreign investment;
- enhancement of competitiveness of manufacturing sector through enterprise-toenterprise cooperation;
- integration of environmental considerations into economic decision-making;
- promotion of environmental awareness;
- combating salinity, desertification and land degradation;

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- economic, social and technical aspects of sustainable agricultural development;
- land transport in infrastructure development and facilitation measures;
- subregional approaches to industrial development;
- development of financial and capital market institutions to improve mobilization of domestic resources.
- 4. SAARC and ESCAP will participate to the extent possible, in meetings of main organs and subsidiary bodies/committees, as resources permit.
- 5. To enable more effective and mutually beneficial cooperation, SAARC and ESCAP agree to undertake yearly consultations at senior professional level to identify and elaborate joint activities in mutually agreed fields whenever possible to do so.
- 6. This Agreement will enter into force upon signature of the Secretary-General of SAARC and the Executive Secretary of ESCAP.

South Asian Association for Regional Cooperation

Economic and Social Commission for Asia and the Pacific

Y.K. Silwal Secretary-General Rafeeuddin Ahmed Executive Secretary

langkok, 4 February 1994



MEMORANDUM OF UNDERSTANDING BETWEEN THE ASIA-PACIFIC TELECOMMUNITY (APT) AND THE SOUTH ASIAN ASSOCIATION FOR REGIONAL CO-OPERATION (SAARC)

The Asia-Pacific Telecommunity (herein after referred to as APT) is a leading intergovernmental telecommunication organization of the Asia-Pacific region which has been established to ensure balanced development of telecommunication in the region at a pace commensurate with the economic and social development of the region.

The South Asian Association for Regional Co-operation (herein after referred to as SAARC) is a regional organization whose basic aim is to accelerate the process of economic and social development in its Member states through joint action in the areas of co-operation. Telecommunication is an agreed area of co-operation.

In recognizing the importance of strengthening co-operation between regional organizations, and;

In view of the mutual benefits to both APT and SAARC arising from close co-operation between them in the attainment of their objectives and goals as set forth in their constitutive instruments, the two organizations hereby agree to collaborate in the field of telecommunications and in other fields in which telecommunication plays a catalytic role in increasing efficiency.

1. Exchange of Information

- APT and SAARC will keep each other regularly informed on programmes and activities of mutual interest by the exchange of appropriate publications and documents that address matters of common interest. Accordingly, when either Organization proposes to initiate a programme or activity on a subject in which the other Organization has or may have a substantial interest, it shall so inform the other Organization, taking into account the respective responsibilities of each Organization.
- 1.2 In conformity with the constitutive instruments, rules and policies of each Organization, the information in sul-paragraph (1.1) above will include aspects of technical and operational matters including, but not limited to, the following:

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- (a) plans for the development and/or improvement of national, regional and international telecommunications networks, with a view to full advantage being taken of the possible telecommunications facilities which may be provided by such networks;
- (b) implementation of telecommunications network plans presently under consideration.

2. Co-operation and Collaboration

APT and SAARC will co-operate and wherever appropriate collaborate with each other for accelerating the growth of telecommunication in the South Asian region. The scope of such co-operation and collaboration includes, but is not limited to:

Restructuring of Telecommunication Sector Planning, Development and Implementation of Networks Introduction of New Technologies and Services Promoting Transfer of Telecommunication Technology Promoting International Standards

Development of Human Resources

Promoting Telecommunication Application in other sectors like Health, Education, Environment, Forestry, Transport, Tourism, Trade, Banking, Remote sensing, Disaster relief etc.

APT and SAARC will co-operate with each other for planning and implementation of projects related to the items mentioned above.

3. Meetings

APT and SAARC will meet regularly in co-ordination meetings which should be organized for promoting co-operation between the two Organizations. Subject to applicable rules of procedure and policies, each Organization shall be kept informed of, and invited as Observers to, meetings convened by the other relating to any of the matters referred to in Paragraphs 1 and 2 hereof. Relevant documentation shall be forwarded to each Organization, the extent possible, in advance of such meetings.

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4. Confidentiality

The parties recognize that it will be necessary to apply certain restrictions for the purpose of safeguarding confidential information disclosed to them. It is therefore agreed that nothing in this Memorandum of Understanding shall be construed as requiring either of them to disclose confidential or restricted documents or other information, the dissemination of which would, in the judgment of the Organization possessing the information, betray the confidence of any of its Members or of anyone from whom it has received such information, or interfere with the orderly conduct of its business.

5. Communications

The parties shall establish regular channels of communication by designating individual points of contact.

6. Costs

Each party shall bear the full cost of discharging its own responsibilities arising from this Memorandum of Understanding.

7. Entry Into Force and Termination

This Memorandum of Understanding shall enter into force on the date set forth below, and may be terminated by either Organization upon three (3) months prior written notice to the other.

This Memorandum of Understanding is dated the Fourth

day of

16. Snoh

Executive Director
Asia-Pacific Telcommunity (APT)

Secretary General
South Asian Association for
Regional Co-operation (SAARC)

Memorandum of Understanding between

the South Asian Association for Regional Cooperation and

the United Nations International Drug Control Programme

Preamble

The South Asian Association for Regional Cooperation (hereinafter referred to as SAARC)

and

The United Nations International Drug Control Programme (hereinafter referred to as UNDCP)

<u>Desirous</u> of coordinating their efforts in combatting drug trafficking and drug abuse, consistent with the principles of the SAARC Charter and the United Nations Charter, and in accordance with the applicable agreements, resolutions, declarations and decisions;

Recognizing that UNDCP has the responsibility for coordinating and providing effective leadership of all United Nations drug control activities and is the main focus for concerted international action for drug abuse control, as mandated by General Assembly resolution 45/179;

Considering the recognition by SAARC of the importance of cooperating fully and participating, as appropriate within its fields of competence, in the international drug control effort;

Recognizing that the SAARC Convention on Narcotic Drugs and Psychotropic Substances of 23 November 1990 has provided a legal framework to reinforce and supplement at the regional level the relevant international and UN Conventions and for intensifying regional efforts to combat drug trafficking and drug abuse;

<u>Desirous</u> of establishing a firm basis for cooperation with a view to making the maximum contribution to international drug control and promoting the implementation of the provisions of the international drug control treaties, as well as to drug control in the SAARC region;

Recognizing that such cooperation should develop in support of practical action and in the light of experience already gained;

Agree on the following:

Mutual Consultation

- 1. SAARC and UNDCP will consult each other on matters of common interest for the purpose of implementing their drug control related mandates and coordinating their respective activities.
- 2. They will keep each other informed of developments in any of their activities and projects of mutual interest and will take into consideration the observations of one another concerning such activities with a view to promoting coordination.
- 3. Wherever appropriate, consultations will be arranged at the required level between representatives of SAARC and UNDCP to agree upon the most effective way of organizing drug control activities and optimizing the use of their resources in compliance with their respective mandates.

Exchange of Information

- 4. SAARC and UNDCP agree to exchange information regularly on drug control matters relating to South Asia, including statistical, legislative and other material, such as surveys and studies, position papers, policy documents and reports of important meetings and seminars.
- 5. Subject to such agreements as may be necessary for the safeguarding of confidential material, SAARC and UNDCP shall ensure full and prompt exchange of information and documents concerning matters of common interest.

- 6. SAARC and UNDCP shall inform each other about drug control activities such as seminars, for a and workshops on matters in which the other may have an interest and consult each other on follow-up action.
- 7. SAARC and UNDCP will each designate a focal point with a view to ensuring the implementation of the provisions of the present Memorandum of Understanding.
- 8. UNDCP will endeavour to provide SAARC with adequate and updated drug control reference material.

Technical Cooperation

- 9. In pursuing their respective drug control activities in areas of drug supply and demand reduction, SAARC and UNDCP will seek each other's technical cooperation as appropriate to assist in the development and implementation of such activities which could include but not be limited to areas, such as:
 - human resources development,
 - improving regional cooperation on drug intelligence through the SAARC Drug Offences

 Monitoring Desk,
 - legislation,
 - financial investigation,
 - money laundering,
 - precursor control, and
 - the establishment of a networking arrangement among existing institutions in drug abuse prevention.

- 10. Wherever appropriate, SAARC and UNDCP will endeavor to share expertise pertaining to the study of illicit drug trafficking trends and patterns of drug abuse.
- 11. In order to facilitate lasting achievements, specific activities shall, as far as possible, form part of a planned approach in terms of projects or programmes with suitable duration and with set goals. The terms and conditions and the execution modalities of such projects/programmes will be mutually agreed upon on a case-by-case basis.

General Provisions

- 12. This Memorandum of Understanding shall enter into force on the date on which it is signed by the Parties.
- 13. This Memorandum of Understanding may be modified by mutual written consent. It may be terminated by either Party giving three months written notice to the other.

In witness whereof, the Secretary-General of the South Asian Association for Regional Cooperation and the Executive Director of the United Nations International Drug Control Programme sign the present Memorandum of Understanding in duplicate on the dates appearing under their respective signatures.

Mr. Giorgio Giacomelli

Executive Director, UNDCP

Mr. Y. K. Silwal

Secretary General, SAARC

Date:

Date:

Memorandum of Understanding on Administrative Co-operation between the European Commission and the South Asian Association for Regional Cooperation

The European Commission represented by its Director for South and South-East Asia of the one part,

and

The South Asian Association for Regional Co-operation (SAARC) represented by its Secretary General, of the other part;

Aware that both the European Communities and the SAARC have, as their main objectives, the promotion of economic and social progress in their Member States through democratic integration;

Whereas the Commission has, since the creation of the first of the European Communities in 1952, accumulated considerable experience in all fields of European integration.

Wishing to promote co-operation between the Commission and the SAARC by sharing their experience and providing mutual institutional support:

Whereas it is appropriate to create a mechanism for conducting dialogue, assessing the potential for administrative co-operation and carrying out such co-operation.

HAVE AGREED AS FOLLOWS:

Article 1

The Commission and the SAARC Secretariat shall maintain appropriate relations between them. taking into consideration their respective competencies and means.

Article 2

- 1. Co-operation between the two parties may focus on the following areas:
 - exchanges of information on issues of mutual interest;
 - staff training to strengthen the functioning of the SAARC institutions:
 - technical assistance.
- 2. Other areas may be jointly agreed by the Parties.

Article 3

- 1. Exchanges of information between the parties may include any information of a general, technical, economic, legal or other nature liable to be of mutual interest.
- 2. The parties shall co-operate to ensure optimum use of their resources in the gathering, analysis, publication and dissemination of information, subject to any arrangements that may be necessary to protect the confidential status of certain information.



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Article 4

- 1. Training in integration-related disciplines shall focus mainly on the staff of the SAARC institutions.
- 2. Such training may take appropriate forms, such as seminars, conferences, courses and in-house technical assistance.

Article 5

Technical assistance to SAARC institutions shall comprise studies, analyses and transfers, through any appropriate channels, of know-how and experience as regards the policies and measures that will be required for the SAARC Member States to achieve their objective of integration.

Article 6

The purpose of institutional support shall be to strengthen the capacities and effectiveness of SAARC institutions by any appropriate means, including the secondment of European specialists and the upgrading of materials.

Article 7

In order to further the activities provided for by the memorandum, regular contacts shall be organised between the European Commission and SAARC through appropriate arrangements.

Article 8

- 1. This memorandum shall be valid for a period of three years from the date of its entry into force and tacitly renewed, thereafter, on an annual basis unless one of the Parties notifies the other in writing that it wishes to terminate the memorandum at least three months before it is due to expire.
- 2. The provisions of the memorandum may be amended and revised as a whole or in detail by common agreement between the Parties.

Article 9

The memorandum shall enter into force on the day it is signed by the representative of the Commission and the representative of the SAARC Secretariat.

Article 10

The memorandum is drawn up in the English language.

Brussels, July 10,

For the Commission of the

European Communities

For the SAARC

MEMORANDUM OF UNDERSTANDING

between

THE INTERNATIONAL TELECOMMUNICATION UNION

and

THE SOUTH ASIAN ASSOCIATION FOR REGIONAL COOPERATION

Whereas, the International Telecommunication Union (hereinafter referred to as "the ITU"), is the specialized Agency of the United Nations in the field of telecommunication;

Whereas the South Asian Association for Regional Cooperation (hereinafter referred to as "the SAARC"), is a Regional Organization, fostering cooperation among its Member Countries;

Whereas, to encourage cooperation among the Member Countries of the SAARC in the field of socio-economic development, the ITU and the SAARC wish to cooperate in the development and promotion of telecommunications;

Now, therefore, the ITU and the SAARC ("the Parties") hereby agree as follows:

ARTICLE - I

PURPOSE

1. The purpose of this Memorandum of Understanding (hereinafter referred to as the "MOU") is to provide for ways and means of ensuring close cooperation and coordination of efforts between the SAARC and the ITU in implementing programmes, as may be mutually agreed, for telecommunication development in the SAARC region.

ARTICLE - II

AREAS OF COOPERATION

- The areas of cooperation covered by this MOU, between SAARC and ITU, are as follows:
 - a) Developing of Telecommunications and Telematic services to bring them within convenient and affordable reach of users in the SAARC region.
 - b) Establishing closer relationships between SAARC and the Telecommunication Administrations of its Member Countries, to enable them to share their experience and expertise, and to better harmonize telecommunications development within the SAARC region and with the ITU Member States outside the region.

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- c) Improving the quality of voice and non-voice telecommunication services in the SAARC region.
- d) Providing the appropriate computer-aided means to improve the productivity and efficiency of the telecommunication Organizations and Networks in the SAARC region.
- e) Promoting the adoption of international systems, standards and procedures in the field of information/telecommunication networks.

ARTICLE - III

MEANS OF COOPERATION

- 3.1 The following means may be used to foster cooperation between SAARC and the ITU:
 - a) Preparation of joint plans as mutually agreed by the Parties, for the undertaking of projects by the ITU;
 - b) Exchange of information and documentation on telecommunication equipment/systems/networks/services, and furnishing of expertise in relevant fields;
 - c) Collaboration in the planning and implementing of technical assistance programmes provided through ITU resources, to the extent feasible, or from other sources;
 - d) Organization of joint programmes for telecommunication development, including programmes for human resource development and management.
- 3.2 Cooperation may also be pursued, subject to mutual agreement, by means other than those specifically stipulated above.
- 3.3 The providing of specific services or implementation of individual projects shall be arranged through separate agreements between the Parties within the framework of this MOU and in conformity with applicable rules and regulations.

ARTICLE - IV

REVIEW OF PROGRESS

4. The Parties shall periodically review the progress made in achieving the objectives of this MOU and consider ways and means of further enhancing cooperation.

ARTICLE - V

MISCELLANEOUS

5. Each party shall designate a contact person for liaising in connection with the implementation of this MOU within thirty (30) days following its date of entry into force.

ARTICLE - VI

AMENDMENT

6. This MOU may be amended, at any time, by mutual written agreement between the two Parties Any such amendment shall form an integral part of this MOU.

ARTICLE - VII

TERMINATION

- 7.1 This MOU may be terminated by either Party by six (6) months prior written notice to the other.
- 7.2 Notwithstanding the above, the Parties shall ensure that termination of this MOU will not be prejudicial to any activity or programme already contracted within the framework of the MOU prior to termination.
- 7.3 Notwithstanding section 7.1, the provisions of this MOU, and of any individual mutual agreement already concluded, under its framework, shall survive termination, to the extent necessary to permit the settlement of accounts between the Parties.

ARTICLE - VIII

SETTLEMENT OF DISPUTES

8. Any dispute between the Parties regarding the interpretation or application of this MOU shall be settled by amicable negotiations between them. If the dispute is not resolved by such negotiations, the Parties agree that the dispute shall be resolved by binding arbitration that may be initiated by either of the Parties and that shall be conducted under rules to be mutually agreed upon by them.

ARTICLE - IX

ENTRY INTO FORCE

This MOU shall enter into force upon its signature by both Parties and shall remain valid until terminated under Article VII.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have signed this MOU in two original copies in the English language.

FOR THE SOUTH ASIAN ASSOCIATION FOR REGIONAL COOPERATION

FOR THE INTERNATIONAL TELECOMMUNICATION UNION

Naeem U Hasan Secretary General

Place:

Geneva, Switzerland

MARCH 10.1997

Date:

Date:

Place:

Geneva, Switzerland

1070-50R 1997

Pekka Tarjanne

Secretary-General

MEMORANDUM OF COOPERATION BETWEEN

THE SOUTH ASIAN ASSOCIATION FOR REGIONAL COOPERATION (SAARC)

and

THE CANADIAN INTERNATIONAL DEVELOPMENT AGENCY (CIDA)

Recognizing the importance of strengthening regional cooperation in South Asia and for broadening relations with Canada;

Recognizing the desirability of strengthening cooperation between SAARC and CIDA;

Recognizing the long-standing relationship between the SAARC Member States and CIDA;

Keeping in mind the objectives and provisions of the SAARC Charter;

- SAARC and CIDA hereby agree to enter into this Memorandum of Cooperation;
- Accordingly, SAARC and CIDA will promote cooperation and mutually beneficial relationships in the following core areas of mutual concern:
 - poverty eradication
 - economic cooperation and trade
 - social/human resource development
 - sustained economic growth and sustainable development
- Based on the congruence of interest and complementarity of programme priorities between SAARC and CIDA for promoting regional cooperation and development, SAARC and CIDA will:
 - A) Establish an annual cooperation programme, setting out mutually agreed upon activities in support of the objectives and within the core areas as listed above.

- B) Meet on a regular basis as agreed for the purpose of coordination, information exchange and review of cooperation activities as set out under this Memorandum of Cooperation.
- C) Encourage cooperation through involvement of mutually agreed upon regional institutions and non-governmental organizations.
- 4. In establishing the annual programme of cooperation, attention may be given to activities which seek to strengthen the capacities and effectiveness of SAARC Institutions in ways which facilitate the implementation of the SAARC objectives.
- 5. This Memorandum will be in force for three (3) years to be renewed automatically for another three (3) years unless a party indicates in writing to the other party its intent to terminate it six (6) months before the expiration.

Lucille Irbelle

6.	This Memorandun	n becomes ef	fective upon s	ignature of the
Sec	retary-General of SA	ARC and th	e President of	CIDA, this
	<u> </u>	day of _	July	, 1997.
	•	-	•	

Naeem U. Hasan Huguette Labelle

Secretary-General President





MEMORANDUM OF UNDERSTANDING

Between

The South Asian Association for Regional Cooperation (SAARC)

and

the World Health Organization (WHO)

Inspired by the spirit of cooperation among Member Countries, which forms the basis of the foundation and operations of SAARC as well as WHO:

<u>Founded</u> upon the commonality of aims, goals and concerns, centred upon the development of health, between SAARC and WHO;

Considering the established cooperation between WHO and the Member States of SAARC; and

Realizing that health is central to the process of socio-economic development and is both a determinant and outcome of development:

SAARC and WHO hereby agree on this Memorandum of Understanding, taking into account:

- Charter of the South Asian Association for Regional Cooperation:
- Constitution of WHO and its role and mission.

Accordingly. SAARC and WHO agree to mutually cooperate, as appropriate and possible, and in agreed ways, to:

- Help the Member Countries to strive towards the goals of Health For All based upon the primary health care approach as per the Alma Ata Declaration of 1978;
- 2) Promote Technical Cooperation among Developing Countries (TCDC) for effectively tackling their manifold health problems for promoting sound national development and collective self-reliance:





Among other mutually agreed possibilities for achieving the aforesaid aims, SAARC and WHO shall:

- (a) Inform each other of their initiatives and plans relevant to health of the people and define an annual framework of cooperation, ahead of each year:
- (b) Continue to actively collaborate with the SAARC Tuberculosis Centre. Kathmandu where agreed, and with other institutions elsewhere in the region, particularly those active in the field of Malaria, TB, HIV/AIDS;
- (c) Exchange, on a systematic basis, analytical reports, technical publications and other documentation relevant to the health development activities;
- (d) Promote research, analysis and dissemination of information on such themes as enhancing technical cooperation and human resource development, including in respect of programmes for women and children, mobilizing innovative actions in favour of the underprivileged, especially women and children, and monitoring progress towards achievement of common SAARC. WHO goals for health development:
- (e) Develop specific projects and programmes of collaboration in areas of regional cooperation for approval by WHO and the Standing Committee of SAARC.

This Memorandum of Understanding enters into force upon signature of the Secretary-General of SAARC and the Regional Director of the WHO Regional Office for South-East Asia, this Twenty-Third day of August 2000.

For the South Asian Association for Regional Cooperation

Nihal Rodrigo

Secretary-General

For the World Health Organization

Dr. Uton Muchtar Rafei

Regional Director

Cooperation Arrangement

between

SOUTH ASIAN ASSOCIATION FOR REGIONAL COOPERATION

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

and

INTERNATIONAL DEVELOPMENT ASSOCIATOIN

Dated 09 March

, 2004

COOPERATION ARRANGEMENT

COOPERATION ARRANGEMENT dated 79 Mayll , 2004, between SOUTH ASIAN ASSOCIATION FOR REGIONAL COOPERATION (hereinafter "SAARC") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND INTERNATIONAL DEVELOPMENT ASSOCIATION (collectively "World Bank").

Considering that the SAARC and the World Bank intend to collaborate in order to contribute to the economic development and social progress of the countries of common membership, and wish to strengthen their partnership in a strategic and dynamic manner,

NOW THEREFORE, the SAARC and the World Bank have agreed on the following:

1. Scope of the Cooperation Arrangement

- 1.1. The SAARC and the World Bank hereby agree to strengthen their partnership in the South Asia Region to achieve poverty reduction, economic cooperation, regional integration, trade facilitation, improving financial accountability, capacity building, and share knowledge and best practices in these areas.
- 1.2. Subject to such limitations as may be necessary for the safeguarding of confidential material and information, the SAARC and the World Bank will share access to their respective databases to the extent feasible and appropriate and communicate to each other, on a regular basis, information related to programs of each institution.
- 1.3. The SAARC and the World Bank will collaborate, through capacity building programs, in developing, strengthening and supporting governments in the countries of common membership, which are directly connected with their respective activities in those countries. The South Asia Region of the World Bank will closely collaborate with the SAARC to help member countries in poverty alleviation initiatives and regional economic cooperation. The overarching common objective will be to help member countries and the South Asia Region as a whole in economic development.

2. <u>Miscellaneous</u>

- 2.1. The SAARC and the World Bank will monitor and review, every six months, the results achieved under this arrangement and consult each other with a view to deciding on future course of action.
- 2.2. Nothing in or relating to this Cooperation Arrangement shall be deemed a waiver, express or implied, of any of the privileges and immunities of either Party.

- 2.3. Any dispute over the interpretation or application of any provision of this Cooperation Arrangement will be settled through negotiation or by such other means as the SAARC and World Bank will mutually agree.
- 2.4. IN WITNESS WHEREOF, the parties hereto have signed this Cooperation Arrangement.

SOUTH ASIAN ASSOCIATION FOR REGIONAL COOPERATION

Q.A.M.A. Rahim Secretary General

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

INTERNATIONAL DEVELOPMENT ASSOCIATION

Praful Patel

Vice President

South Asia Region

Memorandum of Understanding

between the

Secretariat of the South Asian Association for Regional Cooperation (SAARC) and the

Physikalisch-Technische Bundesanstalt (PTB)

National Metrology Institute of the Federal Republic of Germany

The SAARC Secretariat and PTB:

- 1. Considering that SAARC is a regional organization having the acceleration of economic growth in the Region as one of its objectives, and, is desirous of promoting intra-regional trade;
- 2. Considering that PTB, the national metrology institute of the Federal Republic of Germany, is implementing technical cooperation projects in several countries in the area of metrology, standards, testing, quality management, accreditation and certification (MSTQ) which are financed by the Federal Ministry for Economic Cooperation and Development;
- 3. Recognizing the importance of MSTQ in the facilitation of intra-regional and international trade; and
- **Desirous** of promoting cooperation in the area of MSTQ between SAARC and PTB;

HAVE AGREED AS FOLLOWS:

- 1. That, the SAARC Secretariat and PTB shall cooperate in promoting regional collaboration and coordination in the areas of MSTQ;
- 2. That, the SAARC Secretariat and PTB shall work jointly on mutually agreed projects aimed at: (i) increasing the awareness, both nationally and regionally, of the importance of MSTQ measures in promoting intra-SAARC trade; (ii) supporting the setting up/upgrading of MSTQ institutions in SAARC Member States, particularly the Least Developed Member Countries, in keeping with their national priorities and state of development; and (iii) facilitating the harmonization of MSTQ regulations and networking of MSTQ capacities regionally;

- 3. Implementation of the projects depends on the availability of financial resources of both partners in accordance with their regulations and procedures. For PTB funds are available within the technical cooperation project 'Support for metrology, standardization, testing, quality management, accreditation and certification (MSTQ) in SAARC Member States and furthering their regional cooperation';
- 4. That, after the signing of this MoU the projects shall be coordinated by the SAARC Secretariat, Kathmandu with the assistance of the respective national MSTQ institutions of the SAARC Member States and the Physikalisch-Technische Bundesanstalt (PTB) on behalf of the German side. The projects shall be implemented on the basis of mutually agreed working plan (s); and
- 5. That, this MOU shall enter into operation with effect from the date of signature.

For South Asian Association for Regional Cooperation

Q.A.M.A. Rahim Secretary General

Date 25 November 2003

For

Physikalisch-Technische Bundesanstalt

Prof. Dr. E. O. Göbel

President

Date 2003 -11-17

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ASIAN DEVELOPMENT BANK
AND
THE SOUTH ASIAN ASSOCIATION
FOR REGIONAL COOPERATION

12 April 2004 ADB Headquarters Manila, Philippines

MEMORANDUM OF UNDERSTANDING BETWEEN THE ASIAN DEVELOPMENT BANK AND

THE SOUTH ASIAN ASSOCIATION FOR REGIONAL COOPERATION

The Memorandum of Understanding (hereinafter referred to as "MOU") is entered into by the Asian Development Bank, (hereinafter referred to as "ADB") and the South Asian Association for Regional Cooperation (hereinafter referred to as "SAARC") dated 12 April 2004. ADB and SAARC are hereinafter collectively referred to as the "Parties"

WHEREAS, the overarching goal of the ADB is poverty reduction; and the objective of SAARC is to promote the welfare and improve the quality of life of the people in South Asia;

WHEREAS, the Parties are desirous of supporting and promoting regional cooperation and development in and amongst Peocle's Republic of Bangladesh, Kingdom of Bhutan, Republic of India, Republic of Maldives. Kingdom of Nepal, Islamic Republic of Pakistan, Socialist Democratic Republic of Sri Lanka (hereinafter the "Countries");

WHEREAS, the Parties hereby agree to enter into a cooperative relationship, consistent with the *Charter of SAARC* (hereinafter the "SAARC Charter") as well as the *Agreement Establishing the ADB* (hereinafter the "ADB Charter"), to pursue the following:

I. AIMS AND PURPOSES

The Parties shall:

- (i) Support the efforts of the Countries to attain a sustainable reduction in poverty by (a) promoting programs and activities that will accelerate broad-based economic growth, social development, and good governance; and (b) promoting cross-border movements of goods, services and people through regional cooperation amongst the Countries; and
- (ii) Promote programs and activities designed to establish institutional linkages with other regional cooperation initiatives, such as the Association of Scuth East Asian Nations ("ASEAN") and the ADB's Greater Mekong Subregion ("GMS") program, with the aim of exchanging experience and knowledge of best practices.

II. AREAS OF COOPERATION

The Parties agree to collaborate as follows:

- (iii) ADB shall explore the possibility of augmenting the South Asia Development Fund (SADF), through project-specific cooperation and interventions, so as to facilitate the implementation of projects to alleviate poverty in the Countries;
- (iv) The Parties shall support and strengthen the SAARCFINANCE process, an initiative of a group of the central banks and finance ministries of the Countries.

III. CONSULTATION AND EXCHANGE OF INFORMATION

- (v) The Parties agree to inform each other of their initiatives and plans of regional relevance and to undertake periodic consultations to identify and elaborate joint activities in mutually agreed fields;
- (vi) The Parties shall conduct and disseminate studies based on mutually-agreed priority concerns as identified by the Countries, such as poverty reduction, environment, employment, trade and investment, social services, governance, private sector development, and gender issues; and
- (vii) The Parties shall exchange, on a regular basis, analytical reports, technical publications, and other relevant documentation.

IV. TERMINATION AND MODIFICATION

- (viii) The proposed cooperation under this MOU is non-exclusive. Either party may terminate the arrangements described in this MOU upon three months notice in writing to the other party. In the event of termination, the Parties will take steps to bring activities being conducted as a result of this MCU, if any, to a prompt and orderly conclusion.
- The arrangements described in this MOU may be modified upon the mutual agreement of the Parties reflected in writing.

V. SETTLEMENT OF DISPUTES

(x) Any dispute, controversy, or claim between the Parties arising out of this MOU, or any agreement concluded hereunder, will be settled by negotiation between the Parties or in such other manner as the Parties may agree.

VI. ADDRESSES

(xi) Any written communications between the Parties pursuant to this MOU may be sent to the address specified below, or to such other address as the party concerned may specify:

For AD8:

Asian Development Bank

No. 6 ADB Avenue Ortigas Center

Mandaluyong City, Philippines

For SAARC:

SAARC Secretariat

P.O. Box 4222 Kathmandu, Nepal

VI. PRIVILEGES AND IMMUNITIES

(xii) Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of either party.

This MOU shall become effective upon its execution by the Parties.

For the South Asian Association for Regional Cooperation For the Asian Development Bank

Mr. Q.A.M.A. Rahim Secretary General

Vice President (Operations 1)

MEMORANDUM OF UNDERSTANDING

Between

The South Asian Association for Regional Cooperation (SAARC)



and

the Joint United Nations Programme on HIV AIDS (UNAIDS)

- 1. Whereas the South Asian Association for Regional Cooperation (SAARC) and its seven member countries (Bangladesh, Bhutan, India, Maldives, Nepal, Pakistan and Sri Lanka) strive to achieve the objectives of peace, freedom, social justice and economic prosperity in South Asia. SAARC fosters mutual understanding, good neighbourly relations and meaningful cooperation among its Member Countries. The leaders of SAARC's Member Countries recognized the debilitating and widespread impact of the HIV/AIDS. TB and other deadly communicable diseases on the population of South Asia and stress the need for evolving a regional strategy to combat these diseases. The strategy should include, inter alia, culturally appropriate preventive measures, an affordable treatment regime and should specially target the vulnerable groups. In this regard, SAARC will collaborate with international organizations and civil society.
- 2. Whereas the Joint United Nations Programme on HIV/AIDS (UNAIDS) brings together a Secretariat and eight UN programmes and organizations to support an expanded response to the HIV/AIDS epidemic. Its eight Cosponsors are the International Labour Organisation (ILO), the United Nations Office for Drug Control and Crime Prevention (ODCCP), the United Nations Development Programme (UNDP), the United Nations Population Fund (UNFPA), the United Nations Children's Fund (UNICEF), the World Health Organisation (WHO), and the World Bank. UNAIDS is mandated to provide strategic leadership, to mobilize political. social and programme resources, to facilitate a coordinated and comprehensive response, and to ensure access to strategic information on all aspects of the HIV/AIDS epidemic. At the country and regional level, UNAIDS works through UN Theme Groups on HIV/AIDS, supported by UNAIDS Country Coordinators and the Team leaders of the Inter Country Teams. In its effort to lead the expanded response to the HIV/AIDS epidemic, UNAIDS works in collaboration with governments, nongovernmental organizations (NGOs) and the business sector as well as bilateral donors.

SAARC and UNAIDS hereby agree on this Memorandum of Understanding, taking into account:

- Charter of the South Asian Association for Regional Cooperation;
- Mandate of UNAIDS and its role and mission.

Accordingly, SAARC and UNAIDS agree to mutually cooperate, as appropriate and possible, and in agreed ways, to:

- Help Member Countries to strive towards the goals for HIV/AIDS prevention, care and support for those infected and affected by HIV/AIDS, as per the commitments of the United Nations General Assembly Special Session on HIV/AIDS (UNGASS) Declaration, June 2001.
- 2) Promote mutual learning and cross fertilization among Member Countries for effectively tackling the challenges relating to HIV/AIDS prevention, stigma and discrimination as well as care and support for people infected and affected by HIV/AIDS and a frame of common regional themes.

Among other mutually agreed possibilities for achieving the aforesaid aims, SAARC and UNAIDS shall, subject to the availability of human and financial resources:

- a) Work together to collaborate within South Asia with a broad range of actors from the governments and political leaders of the Member Countries: the UN System, NGOs and civil society in South Asia to build an expanded response to HIV/AIDS:
- b) Collaborate for strengthening advocacy on HIV/AIDS in South Asia and increase political commitment to HIV/AIDS in the region;
- c) Support and strengthen leadership in key thematic areas of the national HIV/AIDS responses within the framework of the Asia Pacific Leadership Forum:
- d) Continue to actively cooperate with regard to the implementation of the commitments from 2001 UNGASS on HIV/AIDS, and the realization of priorities laid down in the 2003 Kathmadu Call against HIV/AIDS in South Asia: Accelerating Actions and Rights, set forth in successive SAARC Declarations:
- e) Exchange on a systematic basis, analytical reports, technical publications and other documentation relevant to HIV/AIDS prevention in South Asia:
- f) Promote mutual learning, collective analysis and cross regional collaboration on those areas related to the implementation of the UNGASS Declaration and the Kathmandu Call for Action where substantial problems and challenges exist:
- g) Promote research, analysis and dissemination of information on such themes as enhancing technical cooperation and human resource development, including in respect for programmes for vulnerable groups: young people, Intravenous Drug Users (IDUs), mobile populations and trafficked people, especially women, and monitoring progress towards achievement of common SAARC/UNAIDS goals for HIV AIDS prevention:

- Actively collaborate with the SAARC Tuberculosis Centre, Kathmandu and other institutions elsewhere in the region, particularly those active in the field of HIV/AIDS;
- i) Meet on a regular basis as agreed for the purpose of coordination, information exchange and review of cooperation activities as set out under this Memorandum of Understanding;
- j) This Memorandum of Understanding will be in force for three (3) years to be renewed automatically for another three (3) years unless a party indicates in writing to the other party its intent to terminate it six (6) months before the expiration. A party pay also terminate this MOU at any time with six (6) months prior written notice.

This Memorandum of Understanding enters into force upon signature of the Secretary-General of SAARC and the Associate Director of UNAIDS, this Nineteenth day of April 2004.

For the South Asian Association For Regional Cooperation

For the United Nations
Joint Programme on HIV/AIDS

O.A.M.A. Rahim

Secretary-General

Suman Mehta

Associate Director for the Asia, Pacific and Middle East Division





MEMORANDUM OF UNDERSTANDING

Between

the South Asian Association for Regional Cooperation (SAARC)

and

the United Nations Population Fund (UNFPA)

The South Asian Association for Regional Cooperation (hereinafter referred to as "SAARC") and the United Nations Population Fund (hereinafter referred to as "UNFPA").

<u>Motivated</u> by the congruence of interest between SAARC and UNFPA in addressing the problems of the rapid population growth in SAARC region and its linkages to such key issues as poverty alleviation and sustainable development.

<u>Desirous of promoting and enhancing</u> the need for mutual cooperation at the regional level to enhance the socio-economic well-being of the people in the SAARC region.

<u>Considering</u> the need for concerted and coordinated action at the regional level to share information and experience while working actively on the further follow-up of SAARC resolutions and decisions in areas of mutual interest

SAARC and UNFPA hereby agree to cooperate as follows:

Article-I

Cooperation and Consultation

1. The two organizations shall work jointly and through their respective mechanisms on the further follow-up of SAARC resolutions and decisions in areas of mutual interest.

*

- The two organizations shall, through mutual consultations, endeavour to promote research, analysis, technical cooperation in areas of mutual interest such as population and development: women's empowerment: reproductive health, including family planning; HIV/AIDS; education; migration; and health education.
- 3. SAARC and UNFPA shall assist upon request. SAARC countries for implementing of the ICPD Programme of Action in the SAARC region.
- 4. Subject to specific agreement in each case. SAARC, with cooperation of UNFPA, may organize technical workshops, meetings, seminars on population issues, to share information and experience within the region.
- 5. The two organizations may develop a provision for a rolling plan of collaboration in specific activities for a time frame of three years.
- 6. Support from UNFPA would primarily be in the form of technical assistance, with financial resources being made available for regional activities mutually agreed upon by the SAARC countries.

Article-II

Exchange of Information and Documents

The two organizations may exchange information and documentation in areas of common interest, subject to arrangements which may be required to safeguard the confidentiality or restricted character of specific information and documents.

Article-III

Representation and Liaison

- SAARC and UNFPA may invite each other to attend their respective regional meetings, subject to decisions by their respective competent bodies, and subject to availability of resources.
- 2. The two organizations may make further arrangements to ensure effective liaison between two organizations.

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Article-IV

Implementation of the Memorandum of Understanding (MOU)

1. The SAARC Secretary General and the Executive Director of UNFPA shall make necessary arrangements to implement the MOU.

Article-V

Termination of the MOU

1. Either party may terminate this MOU at six months' written notice. If one of the parties decides to terminate the MOU with obligations arising from the specific agreements under this MOU would not be affected.

Article-VI

1. This MOU enters into force upon the signature of the SAARC Secretary General and the Executive Director of UNFPA, this Seventeenth day of June 2004.

For the South Asian Association for Regional Cooperation (SAARC)

For the United Nations Population Funds (UNFPA)

Mr. Q.A.M.A. Rahim

Secretary-General

Ms. Thoraya Ahmed Obaid

Executive Director





MEMORANDUM OF UNDERSTANDING ON COOPERATION IN THE FIELD OF ENVIRONMENT Between .

THE SOUTH ASIAN ASSOCIATION FOR REGIONAL COOPERATION (SAARC)

And

THE SOUTH ASIA COOPERATIVE ENVIRONMENT PROGRAMME (SACEP)

The South Asian Association for Regional Cooperation (hereinafter referred to as SAARC) and the South Asia Co-operative Environment Programme (hereinafter referred to as SACEP);

Inspired by the spirit of cooperation among the Member States, which forms the basis of the foundation and operations of SAARC and SACEP;

Mindful of the commitment of the countries in South Asia to promote sustainable development and environmental protection, including the sustainable use of natural resources in the region;

Recalling the decision of the Twenty-third Session of the SAARC Council of Ministers, held in Kathmandu in August 2002 to pursue the development of modalities of cooperation between SAARC and SACEP while recognizing the merit of such cooperation in the area of environment;

Recalling also the decisions taken by the Ministers of Environment of the South Asian countries at the Seventh Session of the Governing Council of SACEP held in Male' in April 1998, the Eighth Session of the Governing Council held in Colombo in September 2001 and the Eightieth meeting of the Consultative Committee of SACEP held in Colombo in November 2001 to collaborate with and complement the work of SAARC in the area of environment:

Desiring to establish a framework, for cooperation between SAARC and SACEP in the area of environmental protection and the sustainable use of natural resources in the region, consistent with the SAARC Charter and the mandate of SACEP;

Have agreed as follows:

ARTICLE - I

SAARC and SACEP shall cooperate within the framework of their respective programmes in the area of environmental protection and sustainable use of natural resources, including:

- i. Promoting regional coordination and cooperation in agreed areas of mutual interests;
- ii. Developing mutually supportive arrangements to implement their respective Environmental Programmes and Action Plans;
- iii. Exchange information on the state of the global and regional environment and emerging environmental issues;
- iv. Collaborating in producing studies and reports on priority concerns in the field of environment; and
- v. Strengthening capacity for effectively addressing global, regional and national environmental concerns, including through participation in multilateral environmental negotiations and the environmental agreements;

ARTICLE - II

- i. Designated representatives of SAARC and SACEP shall develop programmes of work pursuant to Article-I and decide on measures for their implementation, including resource mobilization and monitoring the progress of the implementation of the agreed Programmes of Work. These efforts can be carried out either by periodic meetings or through correspondence.
- ii. Designated representatives of SAARC and SACEP shall meet by mutual agreement as and when required to consult on matters relating to the operationalization of an agreed programme of work.

ARTICLE - III

- i. The Memorandum will be operated by the SAARC Secretariat, Kathmandu and the Office of SACEP, Colombo.
- ii. The Reports of the progress in the implementation of this Memorandum shall be drawn up in the periodic meetings or through correspondence pursuant to Article II above.



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS (FAO)

AND

THE SOUTH ASIAN ASSOCIATION FOR REGIONAL COOPERATION (SAARC)

Preamble:

Considering that the Food and Agriculture Organization of the United Nations (hereinafter referred to as "FAO") was established for the purpose of raising levels of nutrition and standards of living of the peoples; securing improvements in the efficiency of the production and distribution of all food and agriculture products; bettering the conditions of rural populations and thus contributing toward an expanding world economy and ensuring humanity's freedom from hunger,

Cooperation (hereinafter referred to as "SAARC") are to promote the welfare of the peoples of SOUTH ASIA and to improve their quality of life; accelerate economic growth, social progress and cultural development in the region and to provide all individuals the opportunity to live in dignity and to realize their full potentials; promote and strengthen collective self-reliance among the countries of SOUTH ASIA; contribute to mutual trust, understanding and appreciation of one another's problems; promote active collaboration and mutual assistance in the economic, social, cultural, technical and scientific fields; to strengthen cooperation with other developing countries; strengthen cooperation among themselves in international forums on matters of common interests; and to cooperate with international and regional organizations with similar aims and purposes,

Mindful of their common interest in supporting the efforts of their Member Governments to promote regional cooperation, the attainment of food security for all, within the framework of sustainable agriculture development and struggle against hunger and malnutrition;

Hereby agree to strengthen their collaboration as follows:

Article 1 - Purpose of the Memorandum of Understanding:

The purpose of this Memorandum of Understanding (MOU) is to ensure cooperation between FAO and SAARC by consultation, coordination of effort, mutual assistance and joint action in fields of common interest and in accordance with the objectives and principles of FAO and SAARC.

Article 2 - Consultation:

FAO and SAARC will consult on all matters mentioned in Article 1 that are of mutual interest to them.

Article 3 - Representation:

1. FAO may be invited, in accordance with the rules, procedures and practices of SAARC, to be represented at and participate in conferences and other meetings of SAARC dealing with subjects which fall within the competence, activities and expertise of FAO.

2. SAARC may be invited to send observers to FAO meetings, and to participate without a vote in debates on subjects which fall within SAARC's field of interest in accordance with the applicable rules and the decisions and practices of the competent FAO bodies.

Article 4 - Exchange of Information and Documents:

FAO and SAARC will arrange to the fullest extent possible, and so far as practicable, for the exchange of information and documents concerning matters of common interest.

Article 5 - Technical Cooperation and Joint Action:

- 1. Whenever desirable, FAO and SAARC may seek each other's technical cooperation with a view to promoting the development of activities in fields of common interest and may, through their competent organs or appropriate channels, conclude special agreements or arrangements for joint action with the aim of attaining objectives of mutual interest.
- 2. These agreements or arrangements will define the manner and extent of participation by each party and shall specify the financial commitment, if any, that each is to assume.

Article 6 - Entry into Force, Amendments and Duration:

- 1. This Memorandum of Understanding shall enter into force on the date of its signature by the duly authorized representatives of the parties.
- 2. This Memorandum of Understanding may be amended by mutual consent in accordance with the respective rules and regulations of the parties. Such amendments shall enter into force one month following notification of consent by both parties.
- 3. This Memorandum of Understanding may be terminated by either FAO or SAARC providing a six month written notice to the other party.

IN WITNESS WHEREOF the undersigned, being duly authorized representatives of FAO and SAARC have signed, in two originals, the present Memorandum of Understanding.

For the Food and Agriculture
Organization of the United Nations

Jacques Diouf Director-General

28. IX. 2004 2004

For the South Asian Association for Regional Cooperation

Q.A.M.A. Rahim Secretary-General

AGREEMENT BETWEEN THE WORLD ORGANISATION FOR ANIMAL HEALTH (OIE) AND

THE SOUTH ASIAN ASSOCIATION FOR REGIONAL COOPERATION (SAARC)

THE WORLD ORGANISATION FOR ANIMAL HEALTH (OIE), with headquarters at 12, rue de Prony, 75017 Paris, FRANCE, duly represented by its Director General, hereinafter referred to as "OIE"

and

THE SOUTH ASIAN ASSOCIATION FOR REGIONAL COOPERATION, with its Secretariat at 39, Trivedi Marg, Kathmandu, NEPAL, duly represented by its Secretary General, hereinafter referred to as "SAARC"

- > Considering that Member Countries of SAARC have more than 50% of the world cattle and domestic buffalo population and produce over 20 % of the total milk and meat consumed in the world;
- ➤ Considering that the livelihoods of more than half of the population of SAARC Member Countries depend directly or indirectly on livestock production and as such improved livestock production plays a significant role in poverty alleviation and public health;
- ➤ Considering that the development of livestock production in the SAARC region is heavily reliant upon protection against major animal diseases and zoonoses which are prevalent in the region;
- ➤ Considering that the Veterinary Services of SAARC Member Countries need to be strengthened in terms of infrastructure, expertise and other forms of capacity building;
- > Considering that the strengthening of the Veterinary Services is a key factor in the application of sanitary measures and for the protection of public health;
- ➤ Considering that the development of trade in animals and animal products necessitates a well developed animal health information system, the creation of an appropriate legislative and regulatory environment through the establishment of standards acceptable to all the stakeholders involved;
- > Considering that one of the principal objectives of the OIE is to collect and disseminate information on the occurrence of animal diseases worldwide and on the means of controlling them;
- > Considering that one of the principal objectives of the OIE is to facilitate international trade in animals and animal products through the development of international animal health standards;
- > Considering OIE's new mandate in the field of animal production food safety;

- Considering that objectives of SAARC include the promotion of welfare of the peoples and improvement of their quality of life, acceleration of economic growth, strengthening of collective self-reliance and promoting of active collaboration among its Member States, to this end it may enter into cooperation agreements with international and regional organisations with similar purposes;
- ➤ Considering further that such objectives require, among other things, sustained progress in agricultural development, which essentially includes development of livestock production and prevention of animal diseases and zoonoses in its Member States;
- Aware of the need to establish a Cooperation Agreement,

Hereby agree to the following:

Article 1

The purpose of the present Agreement is to enable the Parties to pursue more effectively their common interests and objectives through technical cooperation.

Article 2

OIE, in accordance with its rules and practices, shall assist SAARC in the following fields, the list not being exhaustive:

- Harmonisation of animal health legislation and regulations;
 - Design and setting up of epidemiological surveillance, disease reporting and animal health information systems;
 - Development of standards for trade in animals and animal products;
 - Strengthening of the Veterinary Services through support for the organisation of training courses in academic institutions in the veterinary and animal production food safety fields.

The provisions of this article shall not prevent SAARC from engaging in cooperation activities with other institutions for the development and implementation of these or other matters.

Article 3

Within the framework of its assistance, OIE shall help SAARC to benefit from available international expertise.

Article 4

SAARC shall undertake as far as practically possible, to provide OIE with any support, admissible under SAARC rules and practices, from its personnel needed to perform assigned tasks.

Article 5

The Parties shall provide, to the fullest extent possible, mutual information on development and progress of those activities deemed to be of common interest, and shall exchange information and documentation thereon on a regular basis, subject to restrictions for reasons of confidentiality.

Article 6

Each Party may invite representatives of the other Party to attend meetings as observers, without a vote in accordance with the applicable rules, procedures and practices of both organisations, and when matters of common interest are to be considered.

Article 7

OIE shall provide SAARC with its publications catalogue so as to enable SAARC to order publications of interest, at preferential prices. OIE and SAARC will exchange documents of mutual interest free of charge.

Article 8

The Parties shall hold consultations, as and when necessary, on matters relevant to the implementation of the present Agreement and may, on a basis of mutual consent, propose new modalities to improve its efficacy.

Article 9

The present Agreement shall enter into force on the date of its signature by the representatives of SAARC and OIE, and shall be of indefinite duration. It may be amended, by mutual agreement, and terminated by either Party by written notice submitted six months in advance.

Mr Chenkyab Dorji Secretary General South Asian Association For Regional Cooperation (SAARC)

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Date:

Date: Paris, 30 November 2005

World Organisation for Animal

Dr Bernard Vallat

Director General

Health (OIE)

MEMORANDUM OF UNDERSTANDING

between

the South Asian Association for Regional Cooperation (SAARC)

and

the United Nations Educational, Scientific and Cultural Organization (UNESCO)

<u>Inspired</u> by the spirit of cooperation among Member States, which forms the basis of the foundation and operations of SAARC as well as UNESCO,

<u>Founded</u> upon the commonality of aims, goals and concerns, centred upon the development of UNESCO's fields of competence, e.g. education, culture, communication and information, and the sciences, between SAARC and UNESCO,

Considering the need to strengthen cooperation between UNESCO and the Member States of SAARC, and

Realizing that education, culture, communication and information and the sciences play a key role in socio-economic development and cultural progress,

SAARC and UNESCO agree on this Memorandum of Understanding, taking into account:

- the Charter of the South Asian Association for Regional Cooperation;
- the Constitution of UNESCO and its Medium-Term Strategy.

Accordingly, SAARC and UNESCO agree to cooperate mutually, as appropriate and possible and in agreed ways, to help Member States to:

- 1. achieve education for all, agreed upon at the World Education Forum, Dakar, 2000;
- achieve education-related SAARC Development Goals (SDGs);
- promote pluralism through education by promoting dialogue among civilizations;
- promote science and technology education, quality education and teacher training through increased use of ICTs and distance learning;
- 5. conserve the cultural, tangible and intangible, heritage of the Member States; promote and protect the cultural diversity of the Member States, in particular their cultural, natural and intangible heritage as well as through their cultural expressions, while supporting a fruitful intercultural and interreligious dialogue, notably through: (i) protecting and safeguarding activities for cultural heritage; (ii) promoting accession to and implementation of UNESCO's relevant standard-setting instruments; and (iii) enhancing capacity-building initiatives in these fields;
- 6. protect their environment and ecosystem;

- 7. build the capacity required for further advancement of education, culture, communication and information and the sciences in the Member States;
- 8. facilitate technical cooperation including capacity-building in the areas of education, culture, communication and information and the sciences;
- 9. promote freedom of expression and universal access to information.

To achieve the aforesaid aims, SAARC and UNESCO may:

- (i) inform each other of their initiatives and plans relevant to education, culture, communication and information and sciences;
- (ii) exchange reports, technical publications and other documentation relevant to education, culture, communication and information and science activities;
- (iii) promote research, analysis and dissemination of information on such themes as enhancing technical cooperation and human resource development, including programmes in the mutually agreed areas;
- (iv) develop mutually agreed projects and programmes of collaboration.

This Memorandum of Understanding enters into force upon signature by the Secretary General of SAARC and the Director-General of UNESCO.

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Signature A	Signature
Koïchiro Matsuura Director-General (UNESCO)	Chenkyab Dorji
Date	Date 02 January 2008
2 9 JAN 2008	J

Memorandum of Understanding

between the

Secretariat of the South Asian Association for Regional Cooperation (SAARC)

-hereinafter referred to as the "SAARC-Secretariat"-

and the

Deutsche Gesellschaft fuer Internationale Zusammenarbeit (GIZ) GmbH

-hereinafter referred to as "GIZ"-

The SAARC Secretariat and GIZ:

- 1. Considering that SAARC is a regional organization having the acceleration of economic growth in the Region as one of its objectives, and, is desirous of promoting intra-regional trade and regional economic cooperation:
- Considering that GIZ is implementing international cooperation programmes in various countries on behalf of the Government of the Federal Republic of Germany, Federal Ministry for Economic Cooperation and Development and/or other donor agencies;
- 3. Recognizing the importance of removing technical and non-technical trade and other barriers in cooperation with business member organizations and public organizations to facilitate intra-regional and international trade and to promote economic collaboration in SAARC Region;
- 4. Desirous of promoting cooperation between regional and national organizations of the private sector (chambers of commerce, business associations) and the public sector (Departments of Trade, Export Promotion Agencies) to improve organizational, institutional and regulatory framework promoting intra-regional trade and economic collaboration;





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Have agreed as follows:

- 1. That, the SAARC Secretariat and GIZ shall cooperate in promoting intra-regional trade and economic collaboration in the SAARC Region;
- 2. That, the SAARC Secretariat and GIZ shall work jointly on mutually agreed programmes aimed at:
 - (i) Strengthening the thematic capacities of relevant actors of the private sector and the public sector with respect to the contents and implications of intra-regional trade and economic liberalization measures as well as the implementation of export-promotions in order to allow export-oriented enterprises to make full use of measures to liberalize trade in goods and services in South Asia;
 - (ii) Supporting of adequate studies for economic branches in order to identify the most important barriers to trade and to economic collaboration as well as to improve the knowledge about implications and potentials of trade and economic liberalization measures for the private sector;
 - (iii) Implementing export-promotion instruments include e.g. to promote the organization of buyers-sellers-meetings in SAARC, to strengthen the identification and development of intra-regional value-chains and to support the common participation of South Asian enterprises and their associations in important fairs for selected economic branches with potential to increase intra- as well as inter-regional trade;
 - (iv) Supporting networking between regional and national as well as public and private stakeholders in the field of intra-regional trade and economic cooperation in South Asia. These approaches are aimed at improving the environment especially for export-oriented enterprises in South Asia and therefore support the private sector to make use of the improved market access in the region.
 - (v) The programme follows a multilevel approach by supporting regional and national organizations of the private sector and the public sector on mesolevel as well as individual enterprises on micro-level. However, it allows also linkages between the meso-level and the SAARC structures on macro-level.



- Implementation of programmes depends on the availability of financial resources
 of both partners in accordance with their regulations and procedures. For GIZ
 funds are available for respective programmes commissioned by the
 Government of the Federal Republic of Germany and/or other donor agencies;
- 4. That, after signing of this MoU the programmes shall be coordinated by SAARC Secretariat and the GIZ on behalf of the German side. The programmes shall be implemented on the basis of mutually agreed concepts and activity plans;
- 5. The MOU will be valid for a period of ten years from the date it is signed. It can be terminated before that if either of the parties gives three months advance notice to the other party of its intention to do so.

The validity of the MOU can be extended on mutual agreement of both parties, through written notice, at least one month prior to the expiry of the MOU.

6. That, this MoU shall enter into operation with effect from the date of signature.

For

For

South Asian Association

Deutsche Gesellschaft fuer

For Regional Cooperation (SAARC)

Internationale Zusammenarbeit (GIZ) GmbH

H.E. Mr. Ahmed Saleem

Dr. Roland F. Steurer

Country Director

Secretary General

Data

Date 26/6/13



COOPERATION AGREEMENT BETWEEN THE SOUTH ASIAN ASSOCIATION FOR REGIONAL COOPERATION (SAARC) AND THE UNITED NATIONS CHILDREN'S FUND (UNICEF)

<u>Founded</u> on the congruence of goals and policies regarding survival, development, protection, and participation of children between SAARC and UNICEF;

Considering the established cooperation between SAARC and UNICEF; and

<u>Recalling</u> the various professional collaborations between SAARC and UNICEF over the years;

SAARC and UNICEF hereby agree on this Agreement, taking into account the:

- Charter of the South Asian Association for Regional Cooperation (1985)
- SAARC Social Charter (2004)
- SAARC Convention on Combating and Prevention of Trafficking in Women and Children for Prostitution (2002)
- SAARC Convention on Regional Arrangements on the Promotion of Welfare of Children in South Asia (2002)
- Colombo Statement on Children of South Asia (2009)
- Rawalpindi Resolution on Children of South Asia (1996)
- SAARC Regional Strategy on HIV and AIDS 2013-2017 (2013)
- SAARC Development Goals SDGs (2007)
- SAARC Comprehensive Framework on Disaster Management (2005)
- Charter of the United Nations (1945)
- Convention on the Rights of the Child (1989) and its Optional Protocols on the involvement of children in armed conflict (2000), on the sale of children, child prostitution and child pornography (2000) and on a communications procedure (2011)
- Convention on the Elimination of All Forms of Discrimination against Women (1979)
- Millennium Development Goals MDGs (2000)

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Page 1 of 4

Post Box No. 4222, Kathmandu, Nepal Tel.: 4-221785, Fax: 4-227033, 4-223991 E-mail: saarc@saarc-sec.org



- Beijing Declaration on South-South Cooperation for Child Rights in the Asia-Pacific Region (2010)
- New Delhi Declaration on South-South Cooperation for Child Rights in the Asia-Pacific Region (2013)
- UNICEF's mission statement
- 2. Accordingly, SAARC and UNICEF mutually agree to cooperate as appropriate and possible to advance awareness, understanding and actions for children within the South Asia region through the promotion of:
 - cooperation among Member States; and
 - interaction between Member States, civil society, academia, parliamentarians and development and humanitarian partners in the region on issues associated with children.
- 3. This will be pursued at regional level between the SAARC Secretariat, the UNICEF Regional Office for South Asia and the collective of Member States, as well as at country level between individual Member States and UNICEF Countries Offices within the framework of SAARC commitments.
- 4. More specifically, and taking into account the synergies between the different areas of work, SAARC and UNICEF will cooperate to promote the survival, development, protection and participation of children, which includes, among others:
 - i. Supporting Member States in reaching the MDGs, SDGs and their successors with particular focus on the most disadvantaged children.
 - ii. Promoting, with other key partners, the establishment and effective functioning of regional mechanisms to ensure equity for children, the empowerment of girls and women and gender equality, including timely realization of the MDGs and SDGs and their successors.
- iii. Promoting South-South Cooperation between Member States, civil society, academia, parliamentarians and development and humanitarian partners on the promotion, protection and realisation of child rights.

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Page 2 of 4

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- iv. Assisting in monitoring and follow up on the commitments made under:
 - a. The Beijing Declaration on South-South Cooperation for Child Rights in the Asia-Pacific Region (2010), which includes the themes of child protection and child welfare, achieving MDGs with equity and children and disaster risk reduction, and
 - b. The New Delhi Declaration on South-South Cooperation for Child Rights in the Asia-Pacific Region (2013), which includes the themes of adolescents, early childhood development and urban settings.
- v. Supporting the formulation and implementation of an actionable framework to address the common challenge of sanitation, hygiene and access to safe drinking water in the region, including through supporting the South Asia Conference on Sanitation (SACOSAN) process.
- vi. Soliciting high level political commitment to improve nutrition governance, advocating for multi-sectoral policies and programmes, and scaling up cost effective evidence-based, sustainable nutrition specific and sensitive interventions that address all determinants of malnutrition.
- vii. Promoting adolescent development and participation in line with the SAARC Youth Charter.
- viii. Advocating for programme development in the areas of maternal and child health, including the reduction of newborn mortality, of basic education, early childhood development (ECD), child protection and child sensitive social protection with equity in the region.
- ix. Promoting policy development and advocacy initiatives based on research, analysis, and dissemination and exchange of knowledge on subjects identified to be priority concerns for children, between SAARC and UNICEF.
- x. Sustaining advocacy for protection, care and support of Children Affected by HIV/AIDS in South Asia in the context of the SAARC regional strategic framework on children affected by HIV/AIDS in South Asia.
- xi. Supporting the South Asia Initiative to End Violence against Children (SAIEVAC) in its functions related to its status of SAARC Apex body and assisting Member States in implementing the 5 year SAIEVAC work plan to end violence against children.
- xii. Supporting Member States/Disaster Management authorities to strengthen their capacity in disaster management, including climate change adaptation and disaster risk reduction through the promotion of child-inclusive risk assessment.

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Page 3 of 4

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- xiii. Supporting the SAARC Development Fund (SDF) in promoting child- and equitysensitive criteria for proposals and strengthening capacity to review proposals and to monitor and evaluate SDF funded projects from a child rights and equity perspective.
- 5. This agreement will be in force for 4 years and will be reviewed for renewal in December 2017 unless a party indicates in writing to the other party its intent to terminate it before the expiration. SAARC and UNICEF will develop annual work plans, which will include references to eventual financial contributions.
- 6. The agreement will be operated by the SAARC Secretariat and UNICEF Regional Office for South Asia.
- 7. This agreement enters into force upon the signature of the Secretary-General of SAARC and the Regional Director of UNICEF on March 18, 2014.

FOR THE SOUTH ASIAN ASSOCIATION FOR REGIONAL COOPERATION (SAARC)

rjun B. Thapa

Secretary-General of SAARC

FOR THE UNITED NATIONS CHILDREN'S FUND (UNICEF)

Karin Hulsho

Regional Director UNICEF Regional

Office for South Asia





MEMORANDUM OF UNDERSTANDING

Between

The South Asian Association of Regional Cooperation (SAARC)

and

the United Nations Entity on Gender Equality and the Empowerment of Women (UN Women)

represented by its

Multi-Country Office for India, Bhutan, Maldives and Sri Lanka

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 South Asian Association of Regional Cooperation ("SAARC"). UN-Women and SAARC are hereinafter jointly referred to as the "Parties".

<u>Inspired</u> by the spirit of cooperation among Member States, which forms the basis of the foundation and operations of SAARC as well as UN Women;

<u>Founded</u> upon the commonality of aims, goals and concerns, centred upon the realization of gender equality, between SAARC and UN Women;

<u>Affirming</u> the spirit of cooperation between SAARC and UN Women, represented by its Multi-Country Office for India, Bhutan, Maldives and Sri Lanka, over the years;

<u>Considering</u> in this regard the Memorandum of Understanding already established between UN Women (former UNIFEM) and the SAARC Secretariat, signed in December 2001 and 2007 respectively, and perceiving the progress achieved in regional cooperation;

<u>Noting</u> the established cooperation between UN Women and the Member States of SAARC:

<u>Realizing</u> that gender equality, gender justice and the empowerment of women are central to the process of socio-economic development and are both determinants and outcomes of development;

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<u>Observing</u> that gender equality is a basic human right with old challenges persisting and new ones emerging;

SAARC and **UN Women hereby agree** to cooperate as follows, taking into account the Charter of the South Asian Association for Regional Cooperation and the mandate of UN Women, its Strategic Plan and its role and mission:

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, including:

- a) Supporting Member States to strive towards the goals of Gender Equality based upon the empowerment approach in terms of the Beijing Platform for Action (BPfA), the Beijing Plus Ten Document, the Convention on the Elimination of All Forms of Discrimination against Women (CEDAW); the Millennium Development Goals, SAARC Development Goals;
- b) Promoting mutual learning and cross fertilization among developing countries for effectively tackling the challenges relating to gender discrimination, women's human rights and women's participation.

Article II Areas of Cooperation

Among other mutually agreed possibilities for achieving the aforesaid aims, SAARC and UN Women shall:

- (a) Inform each other of their initiatives and plans relevant to the achieving of gender equality between women and men and establish an annual framework of cooperation;
- (b) Continue to actively cooperate with regard to the implementation of the BPfA, the Beijing Plus Ten Document, the CEDAW, the Dhaka Resolution and the actualization of commitments relating to gender equality and women's rights, set forth in successive SAARC Declarations;
- (c) Cooperate to implement and follow through on Operational Points 12 and 13 of the Addu Declaration as listed below and as adopted by the Seventeenth SAARC Summit in Addu City in November 2011:

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- (i) 12. To direct the convening of an Inter-governmental Expert Group Meeting to discuss the establishment of a regional mechanism to ensure empowerment of women and gender equality in the region, with focus on national legislations, including timely realization of the MDGs and SDGs.
- (ii) 13. To direct the finalization of the work on the elaboration of the SAARC Regional Convention on Preventing and Combating Trafficking in Women and Children for Prostitution with a view to its adoption by the next Summit.
- (d) Promote cross regional cooperation on issues related to trafficking, economic empowerment, political leadership and decision-making and violence against women (VAW), including safe mobility; and
- (e) Collaborate on the development and implementation of the SAARC Gender Equality and Empowerment Programme;

Article III Consultation and Exchange of Information

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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





Implementation of the MOU

- (a) In order to implement the specific activities envisioned hereunder, the Parties shall conclude subsidiary 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 subsidiary 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.
- (b) 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.
- (c) The costs of public relations activities relating to the partnership, that are not otherwise addressed by a specific agreement concluded hereunder, will be the responsibility of SAARC.
- (d) 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.
- (e) 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

- (a) 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 SAARC services.
- (b) SAARC 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.

- (c) Nothing in this MOU grants to SAARC the right to create a hyperlink to the UN-Women website. Such link may be created only with UN-Women's written authorization.
- (d) 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

- (a) The proposed cooperation under this MOU is non-exclusive and shall have an initial term of three (3) years ("Initial Term") from the Effective Date, as defined in Article XI. This MOU shall automatically renew for another three (3) -year term under the same terms and conditions, unless terminated earlier by either party upon written notice not less than six (6) months before the end of the Initial Term.
- (b) In the event of termination of the MOU, any subsidiary 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.
- (c) 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.





For UN-Women: Rebecca Reichmann Tavares

Representative, UN Women Office for India, Bhutan,

Maldives and Sri Lanka C-83 Defence Colony New Delhi – 110024

INDIA

For SAARC: Arjun Bahadur Thapa

SAARC Secretary General

SAARC Secretariat

Tridev Marg, Kathmandu NEPAL

Article VIII Settlement of Disputes

Any disputes between UN-Women and SAARC arising out of or relating to this MOU shall be settled amicably by the Parties.

Article IX Miscellaneous

This MOU and any related subsidiary 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 X 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 XI Entry into Force

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 in which it is duly signed by both parties or if the Parties have signed it on different dates, the date of the latest signature ("Effective Date").

In witness whereof, the duly authorized representatives of the Parties affix their signatures below.

For the South Asian Association for Regional Cooperation

Arjun Bahadur Thapa Secretary-General

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For UN Women

Rebecca Reichmann Tavares Representative of UN Women Multi-Country Office for India, Bhutan,

15 april 2014

Maldives and Sri Lanka





MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

THE SOUTH ASIAN ASSOCIATION FOR REGIONAL COOPERATION (SAARC)

AND

THE ASIAN DISASTER PREPAREDNESS CENTER (ADPC)

Inspired by the spirit of cooperation among Member Countries, which forms the basis of the foundation and operations of SAARC as well as ADPC,

Founded upon the commonality of aims, goals and concerns between SAARC and ADPC centered upon the reduction of disaster risks and impacts,

Recalling the concerns expressed by the Leaders of SAARC on the impact of natural disasters on the socio-economic development of its Member States,

Recognizing that disaster risk reduction and early response is important to the process of sustainable socio-economic development and poverty alleviation,

SAARC and ADPC hereby agree on this Memorandum of Understanding, taking inspiration from:

- Charter of the South Asian Association for Regional Cooperation, and
- Charter of the Asian Disaster Preparedness Center.

Accordingly, SAARC and ADPC agree to mutually cooperate as appropriate and possible, and in agreed ways, to:

- 1. Collaborate on developing and strengthening mechanisms for sharing experiences, information and resources on disaster preparedness, mitigation and management including emergency response,
- 2. Inform each other of their initiatives and plans relevant to disaster management in South Asia.
- 3. Exchange on a systematic basis, analytical reports, technical publications and other documentation relevant to disaster management.

- 4. Cooperate in priority areas identified by SAARC Member Countries in various regional meetings, including proposals from the ADPC Regional Consultative Meeting for Disaster Management.
- 5. Facilitate/co-organize/provide technical support including training, especially in the area of capacity building for disaster management, and promote information exchange and experiences including through the SAARC Regional Centres such as the SAARC Meteorological Research Centre (SMRC), SAARC Coastal Zone Management Centre (SCZMC), the SAARC Disaster Management Centre (SDMC) and the SAARC Forestry Research Centre (SFRC)

The Memorandum of Understanding will be in force for three (3) years to be renewed automatically for another three (3) years unless a party indicates in writing to the other party its intent to terminate it six (6) months before the expiration.

The arrangements described in this MoU may be modified upon the mutual agreement of the Parties reflected in writing.

The Memorandum of Understanding enters into force upon signature of the Secretary General of SAARC and the Executive Director of ADPC, this 19th Day of December 2006.

Lyonpo Chenk ab Dorji

Secretary General

SAARC

Dr Bhichit Rattakul

Executive Director a.i.

ADPC





Memorandum of Understanding Between The South Asian Association for Regional Cooperation (SAARC) and the United Nations Environment Programme (UNEP)

The South Asian Association for Regional Cooperation (SAARC) and the United Nations Environment Programme (UNEP):

Inspired by the spirit of cooperation among the Member States, which forms the basis of the foundation and operations of SAARC and UNEP;

Mindful of the commitment of the member countries of SAARC namely Bangladesh, Bhutan, India, the Maldives, Nepal, Pakistan and Sri Lanka to promote sustainable development and environmental protection, including the sustainable use of natural resources in the region;

Recalling the decision of the Twenty-third Session of the SAARC Council of Ministers, held in Kathmandu in August 2002 to finalize an MOU between SAARC and UNEP in order to harness the complementarities in their objectives;

Conscious of their membership of and the working partnership of each of SAARC Member States with UNEP;

Desiring to establish a framework, for cooperation between SAARC and UNEP in the area of environmental protection and the sustainable use of natural resources of the region;

Have agreed to enter into a cooperative relationship, consistent with the SAARC Charter, United Nations Charter and the mandate of the UNEP, to pursue the following aims and purposes.

ARTICLE 1

- (i) Promoting regional coordination and cooperation in the field of environmental protection, pollution control, sustainable use of natural resources and safeguarding the physical, biological and social livelihood of the people and the EIA of the region, biodiversity of the region, and in other agreed areas of mutual interests;
- (ii) Developing effective measures and programmes to strengthen disaster preparedness, avoidance of anthropogenic calamities, mitigation and management capabilities in the region including promotion and conservation of land and water resources;
- (iii) Collaborating closely in implementing regional initiatives such as the SAARC Environment Plan of Action and those that may be agreed to in the future;
- (iv) Exchange of information on the state of global and regional environment and emerging environmental issues, environmentally sound and low-cost technologies, and development of scientific capabilities of member countries of SAARC in the field of climate change and its impact;
- (v) Cooperating in producing studies and reports on priority concerns in the field of environment;
- (vi) Strengthening capacity of SAARC member countries for effectively addressing global, regional and natural environmental concerns, including through participation in multilateral environmental agreements; and
- (vii) Supporting regional initiatives in pollution control and hazardous waste management programmes.
- (viii) Supporting regional initiatives in renewable energy promotion.

ARTICLE 2

Designated representatives of SAARC and UNEP may meet by mutual agreement as and when required to consult and appraise progress in agreed areas of cooperation outlined in Article 1.

ARTICLE 3

The Memorandum will be operated by the SAARC Secretariat, Kathmandu and the Regional Office of Asia and the Pacific of UNEP, Bangkok.

ARTICLE 4

This Memorandum of Understanding shall come into force upon signature of the Secretary-General of SAARC and Regional Director of UNEP and shall remain in force, unless terminated by either party giving prior notice of six months, for three years. The Memorandum shall be renewed automatically for subsequent three year periods unless either party indicates in writing to the other the intention to terminate it, six months before its expiration.

Lyonpo Çhezikyab Dorji

Date: 13 Miliane 2007

Secretary-General

SAARC /

Mr. Surendra Shrestha

Regional Director

UNEP Regional Office for

Asia and Pacific





United Nations International Strategy for Disaster Reduction Secretariat, Geneva

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE SOUTH ASIAN ASSOCIATION FOR REGIONAL COOPERATION (SAARC)

AND THE UNITED NATIONS INTERNATIONAL STRATEGY FOR DISASTER REDUCTION (UN/ISDR)

The South Asian Association for Regional Cooperation (SAARC) established in 1985, provides a platform for the peoples of South Asia to work together in a spirit of friendship, trust and understanding. It aims to accelerate the process of economic and social development in Member States; Afghanistan, Bangladesh, Bhutan, India, Maldives, Nepal, Pakistan and Sri Lanka.

The United Nations International Strategy for Disaster Reduction (UN/ISDR) established in 2000, is the United Nations coordinating mechanism for Disaster Risk Reduction. UN/ISDR aims at building disaster resilient communities by promoting increased awareness of the importance of disaster reduction as an integral component of sustainable development, with the goal of reducing human, social, economic and environmental losses due to natural hazards and related technological and environmental disasters.

Inspired by the spirit of cooperation which forms the basis of the foundation and operations of SAARC as well as UN/ISDR,

Founded on the commonality of concerns, aims, and goals between SAARC and UN/ ISDR centered upon disaster risk reduction,

Recalling the concerns expressed by the leaders of the SAARC on the impact of disasters on the socio- economic development of its member states and the need for concerted efforts for disaster risk reduction,

Recognizing the decisions of SAARC Heads of the States or Governments to intensify regional cooperation with a view to strengthening disaster management capabilities in the region

Recognizing the need for mainstreaming disaster risk reduction into development processes of the member countries for sustainable socio economic development and poverty alleviation,

Taking inspiration from:

Charter of the South Asian Association for Regional Cooperation

SAARC Comprehensive Framework on Disaster Management and Disaster Prevention

Hyogo Framework for Action (HFA) 2005-2015: Building the Resilience of Nations and Communities to Disasters, which has been endorsed by all the member countries of SAARC,

Accordingly, SAARC and UN/ISDR hereby agree to mutually cooperate as appropriate and possible and in agreed ways to:

- 1. Collaborate in mobilizing technical support, financial and human resources for disaster risk reduction in the member countries of the SAARC region
- 2. Cooperate in identifying disaster risk reduction priorities and formulating strategies for the SAARC region leading to global disaster risk reduction aims
- 3. Collaborate in formulating programmes for disaster risk reduction in line with the SAARC Comprehensive Framework on Disaster Management and Disaster Prevention, and the HFA in coordination with the SAARC Disaster Management Centre (SDMC)
- 4. Systematically exchange information and experiences in support of and leading to disaster risk reduction in the SAARC region
- 5. Cooperate in the review and monitoring of the progress of implementation of the Hyogo Framework for Action in the SAARC region

The MoU will be in force for five years, after which it may be reviewed and renewed for another five years by mutual consent, unless a party indicates it's intent to terminate it six months before the expiration.

The arrangements described in this MoU may be modified upon the mutual agreement of the parties.

Dr. Sheel Kant Sharma

Secretary General

South Asian Association (or Regional

Cooperation (S

Date: 03.0

Place: Kat

Mr. Sálvano Briceño,

Director

United Nations Secretariat of the International Strategy Disaster Reduction

(UN/ISDR)

Date: 08 . 09 200

Place: 6 g





Memorandum of Understanding (MoU) Between

South Asian Association for Regional Cooperation (SAARC)
And

Centre on Integrated Rural Development for Asia and the Pacific (CIRDAP)

Whereas the **South Asian Association for Regional Cooperation (SAARC)**, Kathmandu, Nepal, established in 1985, provides a platform to promote the welfare of the peoples of South Asia and to improve their quality of life and to accelerate economic growth, social progress and cultural development in its Member States;

And whereas the **Centre on Integrated Rural Development for Asia and the Pacific (CIRDAP),** Dhaka, Bangladesh, is a regional, inter-governmental and autonomous organization established in 1979 to assist national action, promote regional cooperation and act as a servicing institution for its member countries for the promotion of integrated rural development through research, action research/pilot projects, training and information, communication and dissemination;

Now, therefore, the two organizations, SAARC and CIRDAP (collectively referred to as "Parties") have entered into a Memorandum of Understanding (hereinafter referred to as "MoU") to forge a collaborative partnership in areas of common interest and, as and where feasible, to develop synergy in undertaking programmes and projects of mutual interest.

I. OBJECTIVES

- 1. This MoU establishes the general framework for partnership in areas of mutual interest and benefit for the member countries of SAARC and CIRDAP with the following objectives, in particular:
 - a. facilitating exchange of information, views and expertise and share successful experiences;
 - b. developing Rural Statistics and establish a virtual and multi-stakeholder supported Rural Development Information System (RDIS);
 - c. taking up studies, generating information and documentation in mutually agreed areas;
 - d. formulating and implementing strategic Action Plan for rural development in the region;
 - e. promoting the adoption of an Integrated Rural Development Policy for South Asia;

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- f. organizing training programmes and workshops/seminars in various fields towards capacity building in rural development; and
- g. conducting policy dialogues, seminars, symposia and workshops and developing and implementing programmes and projects jointly, and evaluating and monitoring them.

II. AREAS OF COOPERATION

2. The areas of cooperation of this MoU may include, but not limited to, rural development with emphasis in social mobilization and rural infrastructure, productive employment generation in non-farm rural enterprises, local governance etc. and capacity building and development of the rural youth in these areas. The MoU may also pursue establishing village level contact in the global context, inter-linking innovative/successful community-based enterprises/practices elsewhere.

III. MECHANISMS

- 3. In order to realize the objectives, the Parties may jointly conduct/undertake/establish:
 - a. consultation, as required and mutually agreed, particularly through exchange of technical teams or individual specialists and study visits;
 - b. studies, research and action research;
 - c. trainings, seminars, and scholarships;
 - d. technical and/or financial cooperation for preparing agreed projects and their implementation;
 - e. information dissemination through books, magazines, bulletins, social media and other means of communication;
 - f. integrated Rural Development Policy for CIRDAP and SAARC member countries;
 - g. virtual linkages between the two websites of SAARC Agriculture Centre (SAC) and CIRPAP and active linkages between the two offices;
 - h. maintain Rural Development Information System (RDIS); and
 - strategic Action Plan for Rural Development in CIRDAP and SAARC member countries.

IV. IMPLEMENTATION OF THE MoU

- 4. On behalf of the SAARC Member States and SAARC Secretariat, SAC will be the implementing agency.
- 5. CIRDAP may work in collaboration with other SAARC bodies.
- 6. The Parties may invite, as appropriate and required, each other's representatives at meetings of their respective technical bodies and other meetings that may be held on matters of common concern.
- 7. CIRDAP and SAARC Secretariat shall consult each other in respect of any matter that may arise, from time to time, in connection with the implementation of this MoU.

2 | Page

8. The Parties shall collectively formulate programmes/projects based on the Strategic Action Plan, seek support of donors/funders and pursue their implementation.

V. AMENDMENTS

9. The arrangements described in this MoU may be modified with the mutual consent of both the Parties.

VI. DURATION/TERMINATION

10. The present MoU shall enter into force on the date it is signed, and may be terminated by either party by providing six months' written notice to the other party.

IN WITNESS THEREOF, the authorized Representatives of the Parties signed two equally authentic copies of this MoU on the Thirtieth Day of the Month of November Year Two Thousand and Fifteen.

FOR SOUTH ASIAN ASSOCIATION FOR THE PACIFIC REGIONAL COOPERATION (SAARC)

> Arfun Bahadur Thapa Secretary General

FOR
CENTRE ON INTEGRATED RURAL
DEVELOPMENT FOR ASIA AND THE
PACIFIC (CIRDAP)

Dr. Cecep Effendi Director General

3 Page

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P.O. Box 4222, Kathmandu, Nepal

Tel: 977-1-4221785

Fax: 977-1-4227033, 4223991

e-mail: saarc@saarc-sec.org web: http://www.saarc-sec.org