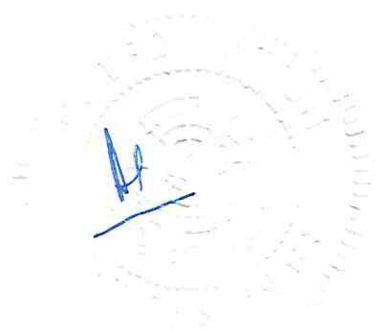


MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS
AND
THE AFRICAN UNION
CONCERNING THE IMPLEMENTATION OF THE UNITED
NATIONS-AFRICAN UNION STAFF KNOWLEDGE AND
EXPERTISE EXCHANGE PROGRAMME ("KEEP")



**Memorandum of Understanding
Between
The United Nations and the African Union
Concerning the Implementation of the United Nations-African Union Staff
Knowledge and Expertise Exchange Programme ("KEEP")**

WHEREAS, the United Nations Department of Operational Support (hereafter "DOS") provides operational support to United Nations Secretariat entities;

WHEREAS, as part of its mandated activities, and to contribute to the enhancement of cooperation between the United Nations and the African Union, DOS has established the United Nations-African Union Knowledge and Expertise Exchange Programme ("KEEP Programme");

WHEREAS, the United Nations and the African Union have agreed that personnel from their respective organizations shall participate in the 2019/2020/2021/2022 KEEP Programme upon the terms and conditions hereinafter provided; and

NOW, THEREFORE, the United Nations, represented by DOS and the African Union, represented by the African Union Commission (hereafter "AUC"), individually a "Party" and collectively the "Parties", agree as follows.

**Article 1
Purpose**

The purpose of this Memorandum of Understanding is to enhance cooperation between the United Nations and the African Union in the area of operational support matters through the participation of African Union and United Nations personnel in the 2019/2020 /2021/2022 KEEP Programme.

**Article 2
Coordination**

1. The United Nations and the African Union shall each designate an official as the focal point for the 2019/2020 /2021/2022 KEEP Programme (hereafter referred to as the "UN Coordinator" and the "AU Coordinator", respectively). The UN Coordinator and the AU Coordinator shall be responsible for the oversight and coordination of all matters arising in connection with the programme.
2. Unless otherwise notified in writing, the UN Coordinator shall be Mr. Takakazu Ito, Senior Programme Officer/DOS or his delegate. The AU Coordinator shall be Learning and Development Unit representative

**Article 3
Arrangements for participation**

1. The United Nations and the African Union shall each nominate a maximum of two staff members for each of the 2019, 2020, 2021 and



2022 calendar years to participate in the KEEP Programme for an appropriate programme length, minimum 2 weeks not exceeding three months, based on the requirements of the respective divisions and offices of each Party.

2. The nominees shall meet the qualifications and experience requirements set forth in the Terms of Reference of the KEEP Programme attached in Annex A. The parent organization of each nominee (hereafter "Parent Organization") shall certify that the nominee is a staff member of the Parent Organization in good standing and that s/he has not been convicted of, nor prosecuted for, any criminal offence.
3. Upon acceptance of the nominees, the Party hosting the KEEP Programme participants (hereafter the "Host Organization") shall issue an invitation to confirm the participation of each individual. The invitation shall include details of the recipient department/office within the Host Organization, the tasks assigned to the participant and the expected learning outcomes.
4. The duty stations included in the 2019/2020/2021/2022 KEEP Programmes shall be United Nations Headquarters, New York and the African Union Headquarters in Addis Ababa. Consideration may be given to extending the KEEP Programme to other locations at a later stage.
5. Participants in the KEEP Programme shall remain in the employment of their respective Parent Organization during the Programme and shall continue to be administered by their Parent Organization in accordance with its established rules, regulations, policies and practices.
6. All benefits, entitlements, allowances and travel and subsistence costs shall be borne by the participant's Parent Organization in accordance with that Organization's established regulations and rules. The Parent Organization of each participant shall also be responsible for obtaining all necessary visas and for ensuring that participants are covered by appropriate medical and workmen's compensation insurance.
7. Participants in the KEEP Programme shall not undertake official travel on behalf of the Host Organization.
8. Participants in the KEEP Programme shall not perform any fiduciary function, hold delegations of authority or commit resources on behalf of the Host Organization. Participants shall also not represent the Host Organization in any official capacity and shall not perform supervisory functions.
9. KEEP Programme participants shall respect the impartiality and independence of the United Nations and the African Union, respectively, and shall not seek or accept any instructions relating to any activities performed pursuant to the Programme from any Government, or from any authority other than the Host Organization.

10. Unless otherwise authorized by the appropriate official in the Host Organization, KEEP Programme participants shall not communicate at any time to the media, to any Government, or to any other external party, any information that has become known to them by reason of their participation in the Programme, or that they know or ought to have known has not been made public. These obligations shall continue to apply after the end of the KEEP Programme.
11. KEEP Programme participants shall provide the Host Organization with a copy of all materials prepared by them during the KEEP Programme. The United Nations and the African Union shall each be entitled to all property rights, including but not limited to patents, copyrights and trademarks, with regard to material that relates to, or is made in consequence of, activities carried out under the KEEP Programme.

Article 4 Responsibility and liability

The Parties shall each be responsible for any claims by their respective personnel for death, personal injury, loss, illness or damage to property arising out of or in connection with the implementation of the KEEP Programme, except to the extent that such death, injury, loss or damage is attributable to the gross negligence of the other Party, or its personnel, employees, agents or contractors. The Parties shall each be responsible for third party claims arising from the acts or omissions of their respective personnel or agents.

Article 5 Standards of conduct

1. The Parties have a zero-tolerance policy for Sexual Exploitation and Abuse (SEA) and a policy on Prohibition of discrimination, harassment, including sexual harassment, and abuse of authority.
2. The Parties agree that Participants in the KEEP Programme shall adhere to the United Nations policy on Sexual Exploitation and Abuse (SEA) and the United Nations policy on Prohibition of discrimination, harassment, including sexual harassment, and abuse of authority, including the standards of conduct referred to in ST/SGB/2003/13 "*special measures for protection from sexual exploitation and abuse*", and in ST/SGB/2019/8 "*addressing discrimination, harassment, including sexual harassment, and abuse of authority*", as well as the African Union standards of conduct set out in AUC/AD/2016/07 "*Code of Ethics and Conduct*" and in AUC/AD/2016/06 "*Harassment Policy*", copies of which are attached hereto in Annex B, and that failure to comply with such standards of conduct shall constitute grounds for immediate termination of any individual(s) participation in the KEEP Programme.



3. Upon receipt of an invitation letter from the Host Organization and prior to commencement of the KEEP Programme, each participant(s) shall provide a written undertaking to the Host Organization, in the form attached hereto in Annex C.

Article 6

Privileges and immunities

Nothing in, or relating to, this Memorandum of Understanding shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations or of the African Union.

Article 7

Settlement of disputes

Any dispute, controversy or claim between the Parties arising out of this Memorandum of Understanding shall be settled by negotiation between the authorized representatives of the United Nations and the African Union.


Article 8

Final provisions

1. This Memorandum of Understanding shall enter into force upon signature of both Parties. It shall remain in force until 31 December 2022 or until the expiration of the 2022 KEEP Programme whichever shall be the later.
2. This Memorandum of Understanding including its Annexes may be terminated by either Party giving thirty (30) days' notice in writing to the other.
3. This Memorandum of Understanding and its annexes may be modified, amended or extended by written agreement between the Parties at any time.

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

For and on behalf of the United Nations:



Atul Khare
Under-Secretary-General for
Operational Support
United Nations

Done at: NEW YORK

Date: 21 January 2020

For and on behalf of the African Union



Thomas Kwesi Quartey
Deputy Chairperson
African Union Commission

Done at: ADDIS ABABA

Date: 14 January 2020



Annex A

KEEP Programme Terms of Reference

Annex B

ST/SGB/2003/13 *"special measures for protection from sexual exploitation and abuse"*

ST/SGB/2008/5 *"prohibition of discrimination, harassment, including sexual harassment, and abuse of authority"*

AUC/AD/2016/06 *"Harassment Policy"*

AUC/AD/2016/07 *"Code of Ethics and Conduct"*

ST/SGB/2019/8 *"addressing discrimination, harassment, including sexual harassment, and abuse authority"*

Annex C

Form of Undertaking and Declaration by participants in the KEEP Programme

