

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS AND
THE AFRICAN UNION COMMISSION**

Building on the “Joint United Nations – African Union Framework for Enhanced Partnership in Peace and Security” signed by the Chairperson of the African Union Commission and the United Nations Secretary-General on 19 April 2017, this Memorandum of Understanding (“MOU”) is entered into by the United Nations, represented by the Peacebuilding Support Office (“PBSO”), an Office within the UN Secretariat, established by UN Member States in 2005 as part of the UN peacebuilding architecture, with its headquarters in New York, NY (USA), and the African Union Commission, an organ of the African Union (AU), an Intergovernmental Organization established by the Constitutive Act adopted in July 2000 (hereinafter “AUC”), with its headquarters in Addis Ababa, Ethiopia. PBSO and AUC are hereinafter referred to individually as a “Party” and jointly as the “Parties”;

WHEREAS, PBSO helps to sustain peace in conflict-affected countries by garnering international support for nationally owned and led peacebuilding efforts, through assisting and supporting the Peacebuilding Commission, managing the Peacebuilding Fund, and supporting the Secretary General's efforts to coordinate the UN System in its peacebuilding efforts;

WHEREAS, AUC supports the African integration and development process in close collaboration with African Union Member States, the Regional Economic Communities and African citizens;

WHEREAS, the Parties share similar objectives and interests in sustaining peace and preventing conflict in the African continent, through supporting the national priorities and country-led partnerships, and wish to cooperate in areas of mutual concern to enhance the effectiveness and impact of their efforts;

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

Article I
Purpose and Scope

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

Article II
Areas of Cooperation

2.1 Subject to their respective regulations, rules policies and procedures, the Parties agree to cooperate in the following areas of activity, in partnership with the relevant lead UN departments, agencies, funds and programs:

- i) Political dialogue
- ii) National reconciliation
- iii) Democratic governance
- iv) Conflict prevention/ management
- v) Human Rights.


Article III
Consultation and Exchange of Information

3.1 Subject to their respective Rules and Procedures, the parties may, on a regular basis, keep each other informed of, consult on and exchange information on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

3.2 Consultation and exchange of information and documents under this MOU shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.

3.3 The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.

3.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.



Article IV Implementation of the MOU

4.1 All of activities envisaged hereunder are subject to the availability of funding. In order to implement any specific activities envisioned hereunder, the Parties shall conclude separate agreements in accordance with the Parties' respective regulations, rules and procedures, which shall specify, inter alia, the costs or expenses relating to the activity and how they are to be borne by the Parties. Any such activities will be channeled through the Multi-Partner Trust Fund Office and as per its Standard Administrative Arrangements.

4.2 It is understood that any activities beyond consultation and information sharing will be carried out on the basis of further specific consultations and agreements and, where necessary, project documents agreed between PBSO and AUC.

4.3 Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU and under cost-sharing agreements concluded hereunder.

4.4 Each Party shall be responsible for its acts and omissions in connection with this MOU.

Article V Use of Name and Emblem

5.1 Neither Party shall use the name, emblem or trademarks of the other Party, or any of its subsidiaries, and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case.

5.2 The Parties agree to recognize and acknowledge this collaboration, 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, Renewal, Amendment

6.1 The proposed cooperation under this MOU is non-exclusive and shall have an initial term of three years from the Effective Date, as defined in Article XI, unless terminated earlier by either Party upon two months' notice in writing to the other Party. The Parties may agree to extend this MOU in writing for subsequent periods.

6.2 In the event of termination of the MOU, any cost-sharing or project cooperation agreements, and any project documents concluded pursuant to this MOU,

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may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under the MOU, the cost-sharing agreements, and project documents are brought to a prompt and orderly conclusion.

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

Article VII Notices and Addresses

7.1 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 PBSO: Oscar Fernandez-Taranco
 Assistant Secretary-General for Peacebuilding Support
 Peacebuilding Support Office
 United Nations Secretariat
 New York, USA

For AUC: Smail Chergui
 Commissioner for Peace and Security
 African Union Commission
 Addis Ababa, Ethiopia

Article VIII Miscellaneous

8.1 This MOU comprises the complete understanding of the Parties in respect of the subject matter in this MOU and supersedes 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.

8.2 Nothing in this MOU shall be construed as creating a joint venture or any other form of legally binding commitment between the Parties.

Article IX Privileges and Immunities

9.1 Nothing in or relating to this MOU shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the Parties, including their subsidiary organs.

Article X
Dispute settlement

10.1 The parties shall settle any dispute arising in connection with this MOU, amicably, through negotiation.

Article XI
Effectiveness

10.1 This MOU may be signed in counterparts, each of which shall be deemed an original and both of which duly executed shall constitute one entire document, and shall enter into effect on the date in which it is duly signed by both Parties ("Effective Date").

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

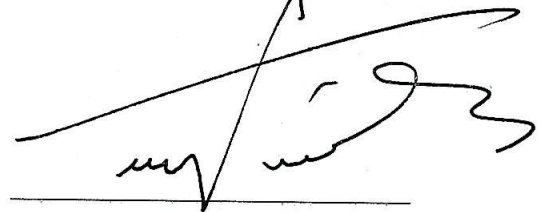
Signed on 18 September 2017

FOR the African Union Commission:

A handwritten signature in blue ink, consisting of a large, stylized 'S' followed by a horizontal line and a vertical stroke.

Smail Chergui
Commissioner for Peace and Security

FOR the United Nations:

A handwritten signature in black ink, featuring a large, sweeping 'O' followed by a series of loops and a final horizontal stroke.

Oscar Fernandez-Taranco
ASG for Peacebuilding Support