**MEMORANDUM OF UNDERSTANDING**

**between**

**the** [**implementing agency**]

**and**

**the UNICEF** [**COUNTRY**] **COUNTRY OFFICE**

**to execute the project**

### "Multiple Indicator Cluster Survey (MICS)"

**Preamble**

**Whereas** the [country] Country Office of the United Nations Children's Fund (hereinafter UNICEF) and the [implementing agency] share a common objective in light of their respective mandates; namely, the welfare of children and adolescents;

#### Whereas UNICEF and the [implementing agency] defined the terms for mutual cooperation to conduct a Multiple Indicator Cluster Survey (hereinafter MICS), as per an agreement signed on [date];

 **Whereas** UNICEF has defined, as a principal initiative in its Programme of Cooperation for [20XX – 20YY], the implementation of a MICS to measure progress towards the Millennium Development Goals (MDGs), the World Fit For Children Goals (WFFC), the World Summit for Children goals (WSC), and other international commitments, providing data to specifically monitor the situation of children and women in [country];

**Whereas** UNICEF has signed a Country Programme of Cooperation (or Country Programme Action Plan) with [country] for the period [20MM - 20NN] and Rolling Workplan for the period [20JJ-20KK] with the [implementing agency];

**In view of the foregoing** and based on mutual confidence and a spirit of cooperation, the [implementing agency] and UNICEF hereby agree as follows:

 **Article I. Definitions**

The following definitions shall apply for the effects of the present Agreement:

1. The "Parties" shall be understood as the [implementing agency] and UNICEF.
2. "UNICEF" shall be understood as the [country] Country Office of the United Nations Children's Fund, a subsidiary agency of the United Nations established through Resolution 57 (I) adopted by the United Nations General Assembly on December 11, 1946.
3. "This Agreement" or "the present Agreement" shall be understood as the present Memorandum of Understanding to implement the project entitled "Multiple Indicator Cluster Survey".
4. The “Survey Plan and Budget” shall be understood as the operative implementation plan of this present Agreement, which the Parties agree to jointly develop.
5. The "Project" shall be understood as all its constituting documents.
6. The "Government" shall be understood as the [implementing agency].
7. The "UNICEF Representative" shall be understood as the Country Representative of UNICEF or his/her representative.
8. "Expenditure" shall be understood as all disbursements and valid liabilities included in the Project.
9. "Force majeure" shall be understood as a natural disaster, war (declared or undeclared), invasion, revolution, insurrection or any other event of equal nature or force.
10. The “UNICEF MICS Team” shall be understood as the UNICEF staff and consultants at Country, Regional, and Headquarters level engaged in coordinating, managing and providing technical assistance to MICS surveys.

 **Article II. Objective and Scope of the Present Agreement**

1. The present Agreement establishes the general terms and conditions governing cooperation between the Parties with respect to principal aspects concerning accomplishment of the objectives of the Project.
2. The Parties agree to collaborate and to maintain a close working relationship to accomplish the objectives of the Project and develop the technical and operative details of Project implementation in the Survey Plan and Budget, consistent with the overall recommendations of the Global MICS Programme.
3. The [implementing agency] and the UNICEF MICS Team will have access to all survey documents, including completed questionnaires, sampling plans, data processing programs, data, field check tables, tabulation programmes, and all other technical documents at any time during survey implementation for the purpose of technical review and quality assurance.
4. The [implementing agency] and the UNICEF MICS Team will have access to questionnaire pretest, fieldwork, and data processing and related trainings for the purpose of quality assurance and monitoring activities.
5. The [implementing agency] and the UNICEF MICS Team may use the data for internal analysis purposes, after the review of the data is completed, but before the final report is released. The UNICEF MICS Team will not under any circumstances share full or partial data with any person or entity outside its members, including other UNICEF staff, before the dissemination of the final results and anonymization of the data.
6. The Parties agree that every effort will be made to release the Final Report of the MICS within a maximum of 12 months after completion of fieldwork and the Summary Findings Report within six months after completion of the fieldwork. Should the process at any time be anticipated to exceed these deadlines, UNICEF MICS Team will, in a collaborative manner, escalate technical support and reserves the right to publish all agreed upon survey results at the time of the deadlines.
7. Upon release of the final report and anonymization of the data files as a result of the technical work by the [implementing agency] and the UNICEF MICS Team, the Parties have equal rights to distribute the final SPSS data files and will do so upon request to other responsible scientific organizations or individuals for statistical analysis. The SPSS data files will be anonymised in accordance with international guidelines, in such a way that no information which would permit identification of the specific person(s) or households interviewed shall be divulged. No personal information regarding any individual or household will be disseminated.

 **Article III. Term of the Agreement**

1. The present Agreement shall take effect on [date] and shall remain in force until [date]. The Project shall initiate and terminate pursuant to the programme provided for in the Survey Plan and Budget, which shall be continuously updated.
2. If, during the course of the Project, either Party determines the expiration date established in Section 1 above must be extended to accomplish the objectives of the Project, the said Party shall inform the other, without delay, so as to initiate consultations to reach an agreement on a new expiration date. Upon reaching an agreement on a new expiration date, the Parties shall sign an amendment to this effect, pursuant to Article XII.

## Article IV. General Responsibilities Binding on the Parties

1. The Parties agree to fulfill their particular responsibilities in accordance with the provisions of this Agreement.
2. The [implementing agency] agrees to place, at the disposal of the Project, the technical personnel who will conduct the MICS, doing so pursuant to the requirements and professional qualifications indicated in the Project.
3. The Parties shall assume responsibility for oversight, execution, and supervision of the Project. This implies that personnel assigned to the Project may not conduct activities that are not contemplated in the Survey Plan and Budget.
4. The [implementing agency] agrees to place, at the disposal of the Project, the physical facilities required for the MICS to be conducted properly.
5. The Parties agree to fund and to seek funding to defray the operating costs ([transportation, travel allowances, consumable materials, etc.]) required to execute the Project satisfactorily, as per and up to the limit to be specified in the Survey Plan and Budget.
6. The Parties shall cooperate mutually to secure and acquire all licenses and permits required by national law, provided such licenses and permits are appropriate and necessary to accomplish the objectives of the Project.
7. Both Parties shall designate focal points who shall act as the main channel of communication between the Parties on all matters concerning the Project.
8. Both Parties will be full members of Steering and Technical Committees established to oversee the Project.
9. The UNICEF MICS Team shall provide technical assistance to the Project through three Regional MICS Workshops to which both Parties agree to participate with relevant Project staff;
	1. Survey Design: work with the participants on household survey design and operations based on MICS modules/questionnaires and standards, including sample design.
	2. Data Processing: work with participants on data entry application (CSPro), tabulation software (SPSS Statistics), and archiving tools (DDI Metadata Editor).
	3. Data Dissemination and Further Analysis: work with participants on review of findings, and plans for dissemination and further analysis.
10. On-going technical assistance will be provided to the Project through visits to [country] and off-site support by Regional UNICEF consultants in three main areas: Sampling, Data Processing, and Household Survey Implementation (training, pre-testing, fieldwork, analysis, report writing and other related technical areas), as well as support by the Global MICS Team in the UNICEF regional and headquarters offices. The Parties agree to facilitate such technical assistance and its objectives as outlined in the Technical Assistance Framework of the Global MICS Programme.

**Article V. Personnel Requirements**

1. The [implementing agency] personnel assigned to the Project shall not be considered employees or agents of UNICEF. The [implementing agency] shall guarantee observance of all national labor laws that might be applicable, and shall pay and maintain the wages of all employees assigned to the Project. It is understood that UNICEF shall not accept liability for any claims resulting from death, bodily injury, disability, property damage or other hazards suffered by [implementing agency] employees as a consequence of their employment or work related to the Project. Consequently, it shall be the responsibility of the [implementing agency] to cover and maintain all appropriate compensation for its workers, and to furnish public liability insurance to protect its employees in any of the aforementioned cases, together with all other insurance policies agreed on by the Parties.
2. UNICEF shall be responsible for hiring the consultants and temporary technical assistance personnel required to accomplish the objectives of the Project, doing so under the terms stipulated by the United Nations. UNICEF shall also facilitate the technical assistance, quality assurance, and review processes as needed and as required by participation in the MICS Programme. Said individuals shall enjoy the prerogatives afforded to United Nations personnel. The hiring of experts, technicians and consultants by UNICEF shall be free of discrimination by reason of race, religion, gender, disability, ethnic group, national origin or similar factors. All consultancy contracts shall include clause on confidentiality with regards all documentation and data compiled during the Project.

 **Article VI. Supplies, Vehicles and Purchases**

1. The materials, the input and the other nonconsumable goods furnished or funded by UNICEF shall be the transferred to the project on completion. [If vehicles are loaned to the Project by UNICEF, UNICEF shall be responsible for the maintenance and proper care.]
2. All off-shore supplies financed with UNICEF resources shall be procured by UNICEF. Given its privileges and immunity, said organization is exempt from the payment of direct taxes or customs tariffs.
3. As part of the Project, complete and precise records shall be kept of all input, equipment and other goods purchased with UNICEF funds, and regular physical inventories of all nonconsumable equipment, goods, materials and supplies shall be conducted.

**Article VII. Financial and Operating Agreements**

1. Funds allocated to the Project by UNICEF shall be managed in accordance to the operating policies and procedures of UNICEF and in compliance with the International Public Sector Accounting Standards. Necessary documentation required for financial reporting shall be provided by the [implementing agency] in a timely manner.
2. The [implementing agency] shall provide the personnel and services to be agreed upon in the Survey Plan and Budget. It is understood that financial contributions from UNICEF to the Project Budget may not be used to cover the salaries of [implementing agency] staff or personnel or to defray direct and indirect expenses incurred to maintain facilities.

 **Article VIII. Early Termination**

1. Either Party may terminate this Agreement within thirty days after having given written notice to this effect, or if the other Party is unable or unwilling, or in some way prevented from fulfilling its obligations and responsibilities under the present Agreement, thereby jeopardizing accomplishment of the objectives of the Project, provided the Parties have consulted, without success, in an attempt to eliminate the obstacle.
2. Upon being notified of termination, as provided for in the preceding paragraph, the Parties shall immediately take the necessary steps to finalize their activities under this Agreement, doing so promptly and in an organized manner intended to minimize losses and additional expenses. UNICEF shall disburse no additional funds to the Project.
3. Within thirty days of the notification of termination, the [implementing agency] shall return to UNICEF the balance of the funds UNICEF might have supplied pursuant to the execution schedule contained in the present Agreements, provided such funds were not irrevocably committed at the time notice of termination was given.

**Article IX. Force Majeure**

1. In the case of force majeure, as defined in Article I (8), each Party shall advise the other promptly, as soon as the event occurs, and shall provide the details of the problem in writing, if possible, should the Party(ies) be unable to fulfil all or part of the obligations or responsibilities acquired under the Project Agreement. The Parties shall consult on the appropriate action to be taken. This may include suspension of the Project or termination of this Agreement.
2. Should the present Agreement be terminated for reasons that constitute force majeure, the provisions outlined in Article VIII, paragraphs 2 and 3 shall apply.

 **Article X. Arbitration**

1. Any dispute, controversy or claim arising from the present Agreement or in relation to it, even breach and subsequent termination of this Agreement, if not resolved amicably through direct negotiation, shall be submitted, at the request of either Party, to an arbitral tribunal comprised of three arbitrators. The [implementing agency] shall appoint one of the arbitrators; the United Nations General Secretariat shall appoint another. The first two arbitrators shall appoint the third arbitrator. Should one of the Parties fail to appoint an arbitrator within 30 days of having been invited to do so by the other Party, or should the two arbitrators fail to reach an agreement on the third arbitrator within 30 days of their appointment, the Chief Justice of the International Court of Justice shall proceed to make the necessary appointments at the request of either Party. The arbitrators shall establish the procedures for arbitration and the cost of arbitration shall be borne by the Parties in a proportion to be determined by the arbitrators. The arbitral decision or award shall indicate the motives on which it is based and shall be accepted by the Parties as a binding ruling on the controversy, even if issued in default of one of the Parties.

 **Article XI. Prerogatives and Immunity**

1. Nothing contained in this Agreement or related to it may be regarded as an expressed or implicit waiver of any prerogative or immunity determined for the United Nations and UNICEF.
2. For all its effects, Agreement signed between the [implementing agency] and the UNICEF [country] Country Office on [date] shall take precedence over any provision in the present Agreement that might conflict with it.

 **Article XII. Amendments**

1. The present Agreement or its attachments may be modified or amended only through a written agreement signed by both Parties.

**IN WITNESS WHEREOF,** the undersigned, duly authorized for this effect and acting in representation of the Parties, place their signatures to the present Agreement on the date and at the place indicated below:

# Signed in [city] on [date].

On behalf of the [implementing agency] On behalf of the UNICEF [country] Country Office