**MEMORANDUM OF UNDERSTANDING**

**between**

**the national statistical office**

**and**

**the UNICEF COUNTRY COUNTRY OFFICE**

**to execute the project**

"***Multiple Indicator Cluster Survey (MICS) Year***"

**Preamble**

**Whereas** the Country Country Office of the United Nations Children's Fund (hereinafter UNICEF) and the National Statistics Office (hereinafter NSO) share a common objective in light of their respective mandates; namely, monitoring the well-being of children, adolescents and women;

**Whereas** country and UNICEF have defined, as a principal initiative in the Programme of Cooperation for 20XX – 20YY, to generate data on the Sustainable Development Goals (SDGs) indicators and other national and international commitments, providing data to specifically monitor the situation of children and women in country;

**Whereas** country has signed a (Common) Country Programme Document / Basic Cooperation Agreement and (Common) Country Programme Action Plan with UNICEF for the period 20MM - 20NN and the NSO a Rolling Work Plan with UNICEF for the period 20JJ-20KK;

**Whereas** the NSO and UNICEFdefined the terms for mutual cooperation to conduct a Multiple Indicator Cluster Survey (hereinafter MICS), as per Work Plan signed on date;

In view of the foregoingand based on mutual confidence and a spirit of cooperation, the NSO 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 NSO 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 and its appendix on Technical Collaboration to implement the project entitled "Multiple Indicator Cluster Survey (MICS) 20XX".
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, processes and equipment.
6. The "UNICEF Representative" shall be understood as the Country Representative of UNICEF or his/her representative.
7. "Expenditure" shall be understood as all disbursements and all commitments relating to the implementation of the Project.
8. "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.
9. The “UNICEF MICS Team” shall be understood as the staff and consultants of UNICEF at its Country, Regional and New York Headquarters offices engaged in coordinating, managing and providing technical assistance to MICS surveys in the Global MICS Programme.

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

1. The present Agreement sets forth the terms, conditions and procedures for the cooperation between the Parties regarding the 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, including the Technical Collaboration described in the appendix.
3. The NSO and the UNICEF MICS Team will have access to all survey documents, including sampling plans, data processing programs, micro data files, field check tables, tabulation programs, and all other technical documents at any time during survey implementation for the purpose of technical review and quality assurance.
4. The NSO and the UNICEF MICS Team will have access to questionnaire and data entry application pre-tests, fieldwork and data processing and related trainings for the purpose of quality assurance and monitoring activities.
5. The NSO and the UNICEF MICS Team will not under any circumstances share full or partial micro data with any person or entity outside its members before the public dissemination of the results and anonymization of the micro data.
6. The Parties agree that every effort will be made to release the Survey Findings Report, including all methodological details, tabulation and annexes, within 6 months after completion of fieldwork. Should the process at any time be anticipated to exceed this deadline, the UNICEF MICS Team will, in a collaborative manner, escalate technical support and in consultation with the NSO, will develop the Survey Findings Report and submit to the NSO.
7. As the Survey Findings Report is being finalized, the SPSS micro data files will be anonymized in accordance with international guidelines, in such a way that no information which would permit identification of the specific person(s), households interviewed or cluster locations shall be divulged. No personal information regarding any individual or household will be disseminated. This process meets the requirements of country legislation.
8. Within one month of the release of the Survey Findings Report, the micro data files, in SPSS format, will be made available to the public. The Parties will have equal rights to distribute the final, anonymized SPSS micro data files.
9. UNICEF will distribute the micro data files through the global MICS website (mics.unicef.org), maintained by UNICEF, for legitimate statistical analysis upon request of registered users. The release of micro data will be conditional upon the recipient’s agreement to give specific recognition to the contribution made by the NSO in conducting the survey and collecting the data, and the provision, to the NSO and UNICEF, of a copy of any report/analysis produced using the data. Recipients will not be allowed to redistribute the micro data and/or host the micro data in any other public platform.
10. Before making any changes to the micro data sets that are being distributed, the Parties agree to consult each other and agree on the changes that may be found to be technically necessary. The Parties will make every effort to ensure that recipients of micro data files up to that point are made aware of the changes made.
11. The Parties agree to encourage and undertake data dissemination activities promoting the use of the survey results and micro data. For such purposes, UNICEF may recode the micro data to produce a uniform data set with all MICS surveys and employ such for cross-national online tabulator platforms hosted on the MICS website. Such a data set will not be publicly available.

**Article III. Term of the Agreement**

1. The present Agreement shall take effect on date of signature of all Parties and shall remain in force until date. The Project shall initiate and terminate pursuant to the timetable provided in the Survey Plan and Budget, which may be updated over the course of the Project.
2. If, during the course of the Project, either Party determines the expiration date established in Article III (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 and Specific Responsibilities Binding on the Parties**

1. The Parties agree to fulfil their particular responsibilities in accordance with the provisions of this Agreement.
2. The NSO agrees to place, at the disposal of the Project, the technical and administrative personnel who will conduct and manage the MICS, doing so pursuant to the requirements and professional qualifications indicated in the Project, specifically in the Survey Plan and Budget.
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 NSO 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, human resources, 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 ensure that ethical considerations are reflected on and mitigated against to the best of their ability and that mechanisms are in place to protect members of participating households, stakeholders and Parties and consequent to the implementation of the Project.
8. The NSO agrees that no individuals participating in or administering the household survey should be prosecuted consequent to questions posed and responses given within the survey.
9. Both Parties shall designate focal points who shall act as the main channel of communication between the Parties on all matters concerning the Project.
10. Both Parties will be full members of Steering and Technical Committees established to oversee the Project. These committees cannot take decisions that alter this Agreement in whole or in part.
11. Technical assistance will be provided by the UNICEF MICS Team throughout the duration of the Project. 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, 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 Collaboration Framework of the Global MICS Programme (appended).
12. The UNICEF MICS Team shall additionally provide technical assistance to the Project through three MICS Workshops to which both Parties agree to participate with relevant Project staff;
    1. Survey Design: work with the participants on survey design and operations based on MICS modules/questionnaires and standards, including sample design.
    2. Data Processing: work with participants on the data entry application (CSPro), tabulation software (SPSS), and archiving tools.
    3. Data Interpretation, Further Analysis and Dissemination: work with participants on review of findings, and plans for dissemination and further analysis.

**Article V. Personnel Requirements**

1. The NSO personnel assigned to the Project shall not be considered employees or agents of UNICEF. The NSO shall guarantee observance of all national labour laws that might be applicable, and shall pay and maintain the wages of all employees assigned to the Project on a timely basis. 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 NSO employees as a consequence of their employment or work related to the Project. Consequently, it shall be the responsibility of the NSO 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 identified, as 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 Global MICS Programme. The consultants and temporary technical assistance personnel shall enjoy the privileges 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 transferred to the NSO 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 organisation 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. Archiving and the ultimate disposal of such records should happen per prevailing institutional guidelines on retention periods.

**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 NSO in a timely manner, in accordance with the Harmonised Approach to Cash Transfers (HACT) and the provisions of the United Nations Development Assistance Framework (UNDAF).
2. The NSO 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 NSO 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 thirty days after having given written notice to this effect, if the other Party is unable or unwilling, or in some way prevented from fulfilling its obligations and responsibilities under the present Agreement, thereby jeopardising accomplishment of the objectives of the Project, and 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 finalise their activities under this Agreement, doing so promptly and in an organised manner intended to minimise losses and additional expenses. UNICEF shall disburse no additional funds to the Project.
3. Within thirty days of the notification of termination, the NSO 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. Should the Party or Parties be unable to fulfil all or part of the obligations or responsibilities acquired under the Project Agreement, details of the event and consequences should be communicated, in writing if possible. 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 NSO shall appoint one of the arbitrators; the United Nations General Secretariat shall appoint another. These 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. Privileges and Immunity**

1. Nothing contained in this Agreement or related to it may be regarded as an expressed or implicit waiver of any privileges or immunity determined for the United Nations and UNICEF.
2. For all its effects, (Common) Country Programme Document / Basic Cooperation Agreement / other superseding agreement signed between the Government of country 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 authorised 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

National Statistics Office

Name

Title

On behalf of

UNICEF country Country Office

Name

Title