MEMORANDUM OF UNDERSTANDING

BETWEEN THE

UNITED NATIONS POPULATION FUND

AND

BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, BY AND ON BEHALF OF GEORGIA STATE UNIVERSITY, ATLANTA, GEORGIA

This Memorandum of Understanding ("MOU") is entered into by the United Nations Population Fund ("UNFPA"), a subsidiary organ of the United Nations established by the General Assembly pursuant to resolution 3019 (XXVII) of 18 December 1972, and Board of Regents of the University System of Georgia, by and on behalf of Georgia State University (hereinafter "Georgia State"), headquartered at 30 Courtland Street SE, Atlanta, Georgia, 30303. UNFPA and Georgia State are hereinafter jointly referred to as the "Parties" and each separately as a "Party".

WHEREAS, UNFPA cooperates with and assists governments with respect to the formulation, adoption and implementation of their population policies and development strategies;

WHEREAS, Georgia State, duly organized under the laws of the State of Georgia and the United States of America is a public research university dedicated to understanding and solving contemporary health problems;

WHEREAS, the Parties share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts;

NOW, THEREFORE, the Parties agree to cooperate as follows:

ARTICLE I

PURPOSE

The purpose of this MOU is to provide a framework of cooperation and facilitate collaboration between the Parties in areas of common interest.

UNFPA and Georgia State, will use their best efforts to establish a long-term cooperation and partnership in the advancement of the sustainable development agenda, specifically
in promoting corporate social responsibility within maternal health, sexual and reproductive health and rights (including family planning), gender, and data.

**ARTICLE II
AREAS OF COOPERATION**

The Parties agree to cooperate in the following areas of activity:

i) Education, training and research opportunities;
ii) Internship within UNFPA’s Headquarters in New York;
iii) Co-designing projects and events to take place locally, regionally and/or globally; and
iv) Development of flagship programs that further advance partnerships around the sustainable development agenda.

*Please note:* Georgia State’s Travel Advisory Policy governs international travel by Georgia State students, faculty and staff. Travel must be approved by specified Georgia State administrators.

**ARTICLE III
CONSULTATION AND EXCHANGE OF INFORMATION**

3.1 The Parties will, 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.

3.2 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. UNFPA acknowledges that Georgia State is an entity of the State of Georgia subject to the Open Records Act.

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. Nothing in this sub-paragraph 3.4 shall be deemed to prejudice the established rules and procedures applying to such meetings and conferences. Invitations, if any, shall be subject to such rules and procedures.
ARTICLE IV
IMPLEMENTATION OF THE MOU

4.1 It is understood that all activities under this MOU shall be subject to the regulations, rules, policies and procedures of UNFPA. Any cooperation between the Parties under this MOU shall be on a non-exclusive basis.

Supplementary Agreements:

4.2 This MOU is designed to facilitate development of mutually beneficial exchanges/programs and to promote research and educational relationships and should not be deemed to create legal and financial relationships between the parties. Before any of the activities referenced above in Article II may be implemented, both parties shall negotiate details and resolve the issues involved therewith and enter into an agreement pertaining to that activity ("Program Specific Agreement"). The term of such Program Specific Agreements shall not extend beyond five (5) years in length. Each such Program Specific Agreement shall be subject to the availability of any resources required for the activity; provided, however, in the event financial commitments are stated, the term of such agreements may not extend beyond one (1) year in length.

Other Matters:

4.3 Neither Party shall be an agent or representative 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 or any other agreement between the Parties.

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

4.5 The Parties agree to recognize and acknowledge their cooperation, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

4.6 The Parties agree that each activity undertaken pursuant to this MOC shall be dependent on the availability of funds and financial arrangements for each activity shall be negotiated prior to entering into a Program Specific Agreement related thereto. The parties agree that they shall use reasonable efforts to find adequate financial resources for the activities and exchanges/programs undertaken pursuant to this MOC.

ARTICLE V
USE OF NAME, EMBLEM, LOGO

5.1 Neither Party shall use the name, logo, 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, unless otherwise provided in any
supplementary agreement between the Parties. In no event will authorization to use the UNFPA name, logo or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNFPA of the services of the other Party. Similarly, in no event will authorization to use the Georgia State name, logo or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by Georgia State of the services of the other Party.

5.2 Georgia State acknowledges that it is familiar with UNFPA’s mandate and objectives and recognizes that its name, logo 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 the United Nations, including UNFPA.

5.3 Nothing in this MOU grants to Georgia State or UNFPA the right to create hyperlinks to each other’s websites. Such links may be created only with each Party’s prior written authorization.

ARTICLE VI
TERM, TERMINATION, AMENDMENT

6.1 This MOU shall continue for a period of five (5) years unless terminated by either Party by giving written notice at least 90 days in advance of the stated termination date, provided, however, that termination of this MOU shall not affect activities already in progress pursuant to Program Specific Agreements, which shall continue until concluded by the parties in accordance with the terms of such Program Specific Agreements or as otherwise agreed to by the parties in writing. The Parties agree to review this MOC periodically to evaluate the progress made in achieving mutual cooperation.

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

ARTICLE VII
NOTICES

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, e-mail, courier, telex, or cable to the Party to which it is required to be given or made. Each party shall designate a person or office to serve as liaison for the relationship established by this MOC. For Georgia State, the contact will be Wolfgang Schlör, Associate Provost for International Initiatives, Ste. 300 - Dahlberg Hall, 30 Courtland Street SE, Atlanta, GA 30303 Phone: +1-404-413-2530, Fax: +1-404-413-2537, and PD wschloer@gsu.edu. For UNFPA the contact will be Neema Mgana, Strategic Partnerships Specialist, Phone: +1-212-297-5365, and Email: nmgana@unfpa.org. Either party may change its own designated liaison by sending written notice to the other party of such change.
ARTICLE VIII
REPRESENTATIONS

Georgia State represents that it is a public research University and an entity of the State of Georgia. The institution is in good standing, and duly organized under the laws of The State of Georgia and the United States of America.

ARTICLE IX
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 UNFPA.

ARTICLE X
ENTRY INTO FORCE

This MOU shall enter into force on the date it is signed by both Parties.

ARTICLE XI
FINAL PROVISIONS

Both parties subscribe to a policy of equal opportunity and do not discriminate on the basis of race, color, gender, age, ethnicity, religion, national origin, or disability unrelated to an individual’s ability to perform the duties of a particular job or position.

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

For the United Nations Population Fund:

Name: Arthur Erken, Director
Division of Communications and Strategic Partnerships

Signature: [Signature]
Date: 2/7/20

For Board of Regents of the University System of Georgia by and on behalf of Georgia State University:

Name: Mark P. Becker, President

Signature: [Signature]
Date: 10/5/2020