



MEMORANDUM OF UNDERSTANDING

Between
The United Nations in State of Kuwait
and
The National Diwan of Human Rights

State of Kuwait
19 December 2021

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THE UNITED NATIONS IN STATE OF KUWAIT
and
THE NATIONAL DIWAN OF HUMAN RIGHTS

Introduction:

WHEREAS the United Nations Resident Coordinator Office in the State of Kuwait (hereinafter referred to as «UN-Kuwait»), having its office in Mishref, Block 7, diplomatic square, United Nations House, State of Kuwait, is responsible for coordinating the United Nations Country Team efforts in State of Kuwait towards realizing 2030 Agenda and Sustainable Development Goals in alignment and full support to Kuwait National Development Plan and is mandated to formulate and promote development cooperation activities and projects in line with the needs and priorities of various stakeholders in Kuwait, and acts as Coordinating Office for relevant United Nations Agencies, Programs operational projects and Funds in Kuwait to ensure its full alignment with Kuwait-United Nations Cooperation Framework for Sustainable Development 2020 - 2025.

WHEREAS the National Diwan of Human Rights, hereinafter referred to as “The Diwan”, located in Kuwait City, Al-Hamra Tower, is an independent national human rights institution and has a legal status by Act No. 67 of 2015. The Diwan aims to promote and protect human rights and work to promote and enhance practices of public and private freedoms in the light of the rules of the Constitution and the provisions of international agreements ratified by the State of Kuwait, in a manner that does not conflict with Article 2 of the Constitution. The Diwan works independently in practicing its activities and specialties provided by this law

WHEREAS UN-Kuwait and the Diwan (hereinafter referred to as the "Parties"), share a common aim in implementing the provisions of this Agreement impartially, without discrimination, direct or indirect, because of race, ethnicity, religion or creed, status of nationality or political belief, gender, disability, or any other type of discrimination. Reference to the law which established the Diwan and its objectives that are generally of anti-discriminatory nature.

THEREFORE, based on mutual trust and in the spirit of full cooperation, and since this introduction serves as a basis for this memorandum of understanding, UN-Kuwait on behalf of United Nations country team in Kuwait and the Diwan respectively represented by the Representative of the UN Secretary-General and UN Resident Coordinator and the Chairman of the Diwan, have entered into the present Memorandum of Understanding (hereinafter referred to as the "MoU").

Article I **Objective and Scope**

This MoU sets forth the general terms and conditions of cooperation between the Parties (hereinafter referred to as the "Partnership").

Article II **Areas of Cooperation**

In pursuing the objective of the memorandum of understanding, the parties agreed to cooperate, through their respective organs, within areas of common concern, in particular

1. Jointly Promoting Human Rights for Sustainable Development in the State of Kuwait;
2. Strengthening the capacity of the National Diwan of Human Rights in Kuwait.
3. Providing support to the technical capacities of human rights in the private sector and civil society in Kuwait. through joint programs and projects.
4. Information exchange and organization of joint meetings, seminars, workshops, courses, and joint conferences online or through personal presence in cooperation with various United Nations agencies and their regional human rights office.

Article III **Modalities of Cooperation**

This Memorandum of Understanding shall provide a general framework for inter-institutional dialogue and cooperation between UN-Kuwait and the Diwan, and will include the following modalities as means of implementing this cooperation:

1. The Parties shall invite each other to participation in meetings to overlook the related topics.
2. The Parties shall carry out annual consultations and prepare written Workplans specifying the program of activities that will be undertaken during the year, as well as the appropriate bodies for their implementation.
3. The Parties shall engage in joint efforts to promote innovative solutions to Human Rights national priorities.
4. Each Party shall endeavor, as far as is appropriate within its own framework, to respond favorably to requests for cooperation in accordance with this MoU.
5. The parties shall not to use a logo, name or abbreviation of a party's name except for the purposes of this memorandum or in the joint work agreed upon, provided that this is with the prior written consent of those who represent it by law. The parties shall refrain from any action that may adversely affect the reputation and interests of either of them.

6. Both Parties and its employees, or agents shall not be considered, for any purpose whatsoever, as having a legal status connected with or dependent upon the other Party.

Article IV
Title rights

The ownership of intellectual property and other proprietary rights and patents with regards to all materials produced, prepared or collected in consequence of or in the course of the execution of this MoU shall be agreed upon on a case-by-case basis, in writing. In principle, such rights shall belong to the Party generating the material, and the other Party shall be granted a worldwide, non-exclusive, perpetual and royalty-free license to use the intellectual property for non-commercial purposes.

Article V
Reporting requirements

The focal points of both Parties shall consult with one another, prepare and submit to the executive heads of both Parties joint progress reports on the activities and work plans that have been agreed upon. The focal points, at a minimum, shall prepare a bi-annual/ annual report.

Article VI
Dispute Settlement

Amicable Settlement: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of this Agreement or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules provided by the current applicable agreements between the government of Kuwait and the United Nations, its organizations, programs, agencies and, or according to such other written procedure as may be agreed between both Parties.

Article VII
Privileges and immunities

Nothing in or related to the present MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UN-Kuwait, outlined in the Convention on the Privileges and Immunities of the United Nations of 13 February 1946.

Article VIII
Entry into Force, Amendment and Termination

1. The terms of this MoU shall commence upon signature of the present MoU by both parties and shall remain in effect.

2. This MoU may be modified or amended only by written agreement between the Parties with clear justification for the need for amendment.
3. Either Party shall have the right to terminate this MoU within thirty (30) days of a written notice to the other Party to this effect. Upon receipt of a notice of termination, the Parties shall take immediate steps to terminate their activities under this MoU. This shall also apply in cases of force majeure (acts of nature, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force).

Article IX
Notices

Any notice required to be given by either party under this Agreement shall be given in writing in Arabic and/or English language(s), shall be deemed given when actually received by the other party, and shall be conveyed via first class mail, postage prepaid, or via private courier, facsimile or electronic mail as follows:

To the UN-Kuwait

Head of the Resident Coordinator Office
Mishref, Block 7, diplomatic square, UN
House
Telephone: +965 99992472
Facsimile: +965 25308000
naser.alshatti@un.org

To the Diwan

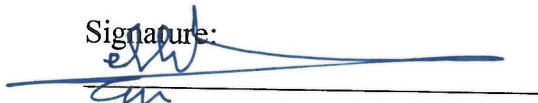
Head of Committees Sector, Organizations
and International Agreements
Kuwait City, Al-Hamra Tower, Floor 12
Telephone: +965 99633992
l.abueid@ndhr.org.kw

Any notice required to be given by either party under this Agreement shall be given in **IN WITNESS WHEREOF** the undersigned duly authorized representatives of the UN-Kuwait and the Diwan, have signed this Agreement in two original copies, each in English and/ or Arabic, at the place and on the day below written.

In case of any dispute on the interpretation of the Agreement's provisions, the Arabic and the English versions shall prevail equally.

For UN-Kuwait

Signature:



Tarek Elsheikh
Representative of UN Secretary-
General and Resident Coordinator
State of Kuwait

Date:

19/12/2021

For the Diwan

Signature:



Jassem Al-Mubarak
Chairman
National Diwan of Human Rights
State of Kuwait

Date:

19/12/2021