GOVERNMENT OF KERALA

Abstract
Social Justice Department – Memorandum of Understanding to be signed between UN Women and Gender Parks – sanction accorded - orders issued.

SOCIAL JUSTICE (B) DEPARTMENT

G.O. (Rt) No. 655/2015/SJD Dated, Thiruvananthapuram, 03.11.2015

Read: Letter no. GP/FP/ICGE-99/2014 dated 25.08.2015 from the Chief Executive Officer, Gender Parks.

ORDER

As per the letter read above, the Chief Executive Officer has submitted a proposal to conduct an International Conference on Gender Equality (ICGE) on November 2015 in association with international organizations like UN Women, World Bank etc and has requested to approve the draft agreement to be executed between UN Women and the Gender Park for the same.

2) Government have examined the matter in detail and are pleased to accord sanction to execute the Memorandum of Understanding between the United Nations Entity for Gender Equality and the Empowerment of Women and the Gender Park as appended to this order subject to the condition that Government will not bear any additional liability in this regard.

By order of the Governor,
Dr. K.M. Abraham
Additional Chief Secretary

To

The Chief Executive Officer, Gender Parks, Thiruvananthapuram.
The Director of Social Justice, Thiruvananthapuram.
The Principal Accountant General (Audit), Kerala, Thiruvananthapuram.
The Accountant General (A&E), Kerala, Thiruvananthapuram.
The Accountant General (I.B. Cell), Kerala, Thiruvananthapuram.
Web & New Media (for publishing in the website).
Stock file: O.C.

Forwarded/By order

Section Officer
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATION ENTITY FOR
GENDER EQUALITY AND THE EMPOWERMENT
OF WOMEN
AND
GENDER PARK,
DEPARTMENT OF SOCIAL JUSTICE,
GOVERNMENT OF KERALA
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "MoU") is executed on this the ............day of .............. 2015 between the United Nations Entity for Gender Equality and Empowerment of Women (hereinafter referred to as the "UN-Women" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) represented by Sri.............................................. of the FIRST PART and the Gender Park, Department of Social Justice, Government of Kerala, a society registered under the Travancore Cochin Literary, Scientific and Charitable Societies Registration Act, 1955 and having its registered office at Thiruvananthapuram (hereinafter referred to as "the Gender Park", which expression shall unless repugnant to the context or meaning there of mean and include its successors and assigns) represented by Sri...... ....................................................of the SECOND PART.

AND WHEREAS, UN-Women is committed to enhance its development activities in promoting women's empowerment, especially with regard to shaping and influencing policy advocacy from a women's rights and gender equality perspective. UN Women views gender equality as a basic human right and also believes that empowering women fuels thriving economies, spurring productivity and growth:

AND WHEREAS, shaping and influencing policy, advocacy agenda from a women’s rights and gender equality perspective, and supporting the creation of feminist knowledge resources is a core agenda for UN Women. One of the focus areas identified in the Strategic Plan (2014-17) is Strengthened inter-governmental co-ordination.
AND WHEREAS, the Gender Park is envisioned to achieve a just society where men and women have equal access to development opportunities, resources and benefits, and equal voice in key decision-making that shape their lives, communities. It aims to create state-of-the-art knowledge and encourage learning through transformative research on gender equality and justice, as well as to develop innovative partnerships to support gender equality and inclusive growth:

AND WHEREAS, the first International Conference on Gender Equality, ‘Gender, Governance and Inclusion’ is one of the key global events planned by the Gender Park for November 12th–14th this year, to accelerate progress towards its vision of a gender just society. The focus of the first conference will be on gender inequalities and the need to find different ways of strengthening inclusion of women in the development process. For the Government of Kerala, the conference will draw attention to the successes (and weaknesses) of the Kerala model of development. Lessons on how to move past the impasse Kerala appears to be in terms of highly educated and healthy women, but relatively powerless and resource poor will be crucial:

AND WHEREAS, the Government have vide G.O.(RI) No. 655 2015 SJD dated 03.11.2015 accorded sanction to execute this Memorandum of Understanding:

AND 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

1.1 The purpose of this MoU is to provide a framework of cooperation and facilitate collaboration between the Parties, on a non-exclusive basis, in areas of common interest, aimed in particular at contributing to the following outputs of UN Women’s Annual Work Plan 2015:

1.2 Output 6.1.1 Government, Central Statistics Office’s and inter-governmental bodies have strengthened capacity (knowledge, evidence, networks, dialogue platforms) to review regional and global sectoral and gender specific frameworks for Gender Equality and Empowerment of Women (High Level Committee, Beijing +20, South Asian Association for Regional Co-operation, among others).

Article II
Areas of Co-operation

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

(a) organizing International Conference on Gender Equality in November, 2015;

(b) creation of joint platforms for learning and advocacy, including support for the Conference; and

(c) developing a knowledge base and organise joint events on key issues pertaining to women’s work, social security and governance.
Article III
Consultation and Exchange of Information

3.1 The Parties shall, 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.

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 In order to implement the specific activities envisioned hereunder, the Parties shall conclude cost-sharing agreements in accordance with the applicable UN-Women Regulations. Rules and procedures, which shall specify the costs or expenses relating to the activity and how they are to be borne by the Parties. The cost-sharing agreements shall also include a provision incorporating by reference
the MoU, which is applicable to the cost-sharing agreements and the projects programmes financed there from.

4.2 It is understood that all activities will be carried out on the basis of project documents agreed between UN-Women and the concerned Governments, and in accordance with the applicable UN-Women Regulations, Rules and directives.

4.3 The costs of public relations activities relating to the partnership, that are not otherwise addressed by a specific cost-sharing agreement concluded hereunder, will be the responsibility of Gender Park.

4.4 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.

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

Article V
Use of Name and Emblem

5.1 Neither Party shall use the name, 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. In no event will authorization to use the UN-Women name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by UN-Women of Gender Park services, activities or operations.
5.2 Gender Park acknowledges that it is familiar with UN-Women’s ideals and objectives and recognizes that its name 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 UN-Women.

5.3 Nothing in this MoU grants to Gender Park the right to create a hyperlink to the UN-Women website. Such link may be created only with UN-Women’s written authorization.

5.4 The Parties agree to recognize and acknowledge this partnership, 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, Amendment

6.1 The proposed co-operation under this MoU is non-exclusive and shall have an initial term of one year from the Effective Date, as defined in Article XII 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 period of two years.

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, may also be terminated in accordance with the termination provision contained in such agreements. 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.

7.2 Address for service:-

For UN-Women: Dr. Rebeca Reichmann Tavares, Representative
C-83, Defence Colony
New Delhi, 110024

For Gender Park: Dr. P T Mohammed Sunish, Chief Executive Officer
The Gender Park
A17, Brahmins Colony Lane, Kowdiar P O
Thiruvananthapuram - 695003

Article VIII
Representations

Gender Park represents that it is an organization in good standing duly organized under the Laws of India. Gender Park shall promptly notify UN-Women of any legal investigation or fiscal audit that it may be subject to from time to time.
Article IX
Settlement of Disputes

9.1 The Parties shall use good faith efforts to settle amicably any dispute, controversy or claim arising out of this MoU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the United Nations Commission on International Trade Law Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

9.2 Any dispute, controversy or claim between the Parties arising out of this MoU which is not settled amicably in accordance with the foregoing paragraph shall be referred to arbitration under the United Nations Commission on International Trade Law Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

Article X
Privileges and Immunities

Nothing in or relating to this MoU shall be deemed to be a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Article XI
Miscellaneous

This MoU and any related co-financing agreements and project document comprise the complete understanding of the Parties in respect of the subject matter in this MoU and supersede 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.

Article XII
Entry into Force

This MoU may be signed in counterparts, each of which shall be deemed as
an original and both of which duly executed shall constitute one entire document.
and shall enter into force and effect on the date in which it is duly signed by both
parties.
IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix
their signatures below, on the day, month and year first above written

For UN-Women:                      For Gender Park:

Name

Representative

(PARTY OF THE FIRST PART)               (PARTY OF THE SECOND PART)

In the presence of witnesses:

1)........................................

2)........................................

ANNEXURE:

G.O.IRHum 655 2015 SJD dated 03.11.2015