

**MEMORANDUM OF UNDERSTANDING ON THE
COLLABORATION FOR THE ORGANIZATION OF THE 9th
WORLD WATER FORUM, DAKAR 2021**

BETWEEN

**THE EXECUTIVE SECRETARIAT OF THE 9th WORLD
WATER FORUM, DAKAR 2021**

AND

**THE UNITED NATIONS ECONOMIC COMMISSION FOR
EUROPE**

The Executive Secretariat of the 9th World Water Forum, Dakar 2021, represented by M. Abdoulaye SENE, Executive Secretary, Phone: +221 77 638 24 62, e-mail: seneabdou@hotmail.com, hereinafter referred to as "Executive Secretariat",

On the one hand;

AND

The United Nations Economic Commission for Europe, servicing the Secretariat of the Convention on the Protection and Use of Transboundary Watercourses and International Lakes (Water Convention), represented by Ms. Olga ALGAYEROVA, Executive Secretary of the United Nations Economic Commission for Europe, e-mail: water.convention@un.org, hereinafter referred to as "UNECE"

On the other hand;

PREAMBLE

The Executive Secretariat and the UNECE, hereinafter referred to as "the Parties", signatories:

Given that the 9th World Water Forum will be held in Dakar, Senegal, in 2021, under the topic: "water security for peace and development";

Aware of the societal challenges related to the depletion of water resources and the importance of good water governance at all levels, including at the level of shared basins;

Convinced that parties share several values and interests, including joint and concerted management of transboundary waters, food and nutrition security, management of water scarcity, addressing droughts and climate change adaptation;

Considering the strategic benefits of collaboration, including cooperating on transboundary water resources management, establishing common projects and programmes, sharing knowledge and innovations in terms of water use efficiency;

Bearing in mind that achieving the 2030 Agenda for Sustainable Development, in particular objective 6 and its target 6.5, requires broad experience-sharing at local, national, regional and international levels as well as strong transboundary cooperation;

Considering that the contribution to the 9th World Water Forum is included in the 2019-2021 programme of work of the Water Convention;

Taking into consideration that Parties have a shared vision, including concerning the implementation of sustainable mechanisms for the management of shared watercourses;

Welcoming Senegal's accession to the Water Convention in 2018;

HAVE AGREED AS FOLLOWS:

Article 1 - Purpose

This MoU aims to identify possible areas of cooperation between the Executive Secretariat and the UNECE, in particular in the framework of the organization of the 9th World Water Forum, Dakar 2021.



Article 2 - Objectives of the collaboration

Parties wish to work towards:

- 1) a successful organization of the 9th World Water Forum, Dakar 2021, in particular in relation to the "Cooperation" priority and Dakar Initiative 2021;
- 2) capacity-building in international water law regarding the negotiation of agreements and the establishment of basin organizations;
- 3) advocacy at international, regional and local levels, for promoting cooperation on transboundary water resources management and for implementing international water law, in particular the United Nations Water Conventions.

Article 3 - Tasks of the Executive Secretariat

The Executive Secretariat will:

- inform the UNECE on all the preparation stages of the 9th Forum, in particular regarding the priority "Cooperation";
- facilitate cooperation with other strategic partners;
- advocate, during the preparation phase and during the 9th Forum, for accession to the 1992 Water Convention at global and regional levels, in particular among the other Member States of the Senegal Basin Development Organization (OMVS) and Gambia Basin Development Organization (OMVG).

Article 4 - UNECE Tasks

In the framework of the Water Convention programme of work, the UNECE will:

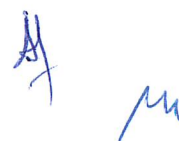
- participate in the preparatory process of the 9th Forum and the implementation of initiative "Dakar 2021";
- help mobilize and facilitate the participation of basin organizations, actors and youth at the 9th Forum;
- technically and scientifically support the "Cooperation Working Group" in preparing concept papers, designing sessions, identifying major actors, moderating the Consultative Group and organizing sessions on the topic;
- organize consultations, dialogues, meetings with stakeholders;
- support the Executive Secretariat in building capacity, among actors.

Article 5 - Implementation

This MoU does not create rights or obligations under international law for the Parties.

The Parties shall cooperate in accordance with the principles of equity, transparency, reciprocity and neutrality.

The following focal points have been designated for the implementation of this MoU:



Executive Secretariat:

Name: Mouhamed CBC Diatta
Function: Coordinator of the Scientific Committee
Address: Diamanadio Envol
Phone: +221 773533122
E-mail: cbcdiatta@gmail.com

UNECE:

Name: Sonja Koeppel
Function: Environmental Affairs Officer
Address: Palais des Nations, 8-14 Avenue de la Paix, 1211 Geneva 10
Phone: +4122 917 1218
E-mail: Sonja.Koeppel@un.org

Article 6 - Intellectual Property rights

Nothing in the present MoU shall be interpreted as implying or granting rights or interests to one of the Parties on the other Party's intellectual property.

Article 7 - Privileges and immunities

Nothing in the present MoU shall be understood as constituting or implying a waiver from the privileges and immunities enjoyed by UNECE, under the terms of the 1946 Convention on the Privileges and Immunities of the United Nations.

Article 8 - Use of Name, Emblem or Official Seal

Unless expressly authorized in writing by the other Party, neither Party shall in any manner whatsoever, use the name, emblem or official seal of the other Party in connection with its business or otherwise.

Article 9 - Endorsement of Goods and Services

UNECE does not endorse any products, goods or services.

At no time may any UNECE staff or member of any UNECE Committee endorse or appear to endorse a company, group of companies, industry sector or any third party, its products or services.

Neither Party will engage in any activity, which may create a conflict or perceived conflict of interest for the other Party.



Article 10- Special Measures for Protection from Sexual Exploitation and Sexual Abuse

In line with the United Nations Secretary General's Bulletin ST/SGB/2003/13, sexual exploitation and sexual abuse violate universally recognized international legal norms and standards and have always been unacceptable behavior and prohibited conduct for United Nations staff. Such conduct is prohibited by the United Nations Regulations and Rules. When entering into this MoU with UNECE, the Party, by way of signing this agreement, issues a written undertaking that it accepts these standards. The Party's failure to take preventive measures against sexual exploitation or sexual abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or sexual abuse has occurred, shall constitute grounds for termination of any agreement with the UNECE.

Article 11 - Settlement of disputes

Any dispute arising out of the application or interpretation or in connection with the present MoU shall be settled by amicable and good faith consultations and negotiations between the Parties.

Article 12 - Amendments

This MoU may be amended by mutual consent of the Parties, at the request of one of the Parties.

In no event shall this Agreement or any amendment hereto operate to create financial or administrative or legal obligations on the part of either Party, nor does it prevent the parties from pursuing the objectives set forth in this Memorandum on their own or with other third parties.


Article 13 - Suspension/termination

This MoU may be suspended or terminated on the initiative of either Party, provided that it informs the other Party in writing ninety (90) days in advance.

In any such event, the Parties shall take all necessary actions as required to terminate promptly any on-going activities.

Article 14 - Duration of the MoU

This MoU shall enter into force upon signature by both Parties and it shall end after the closure of the final activities related to the organization of the 9th World Water Forum.



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IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by the respective authorities, have signed this MoU in two (02) originals in the French language and two (02) originals in the English language, both versions being equally authentic.

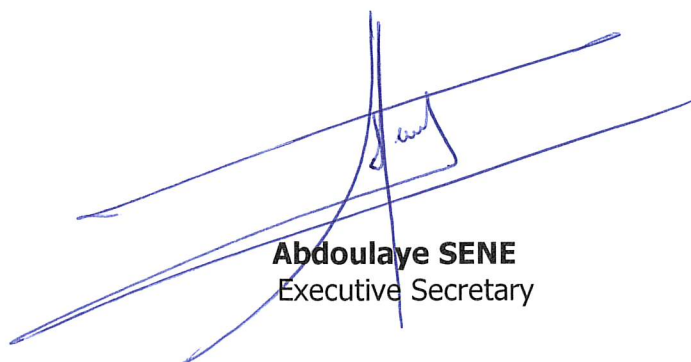
Drawn up in Geneva, on 14 August 2019

**For the United Nations
Economic Commission for Europe**

**For the Executive Secretariat
of the 9th World Water Forum,
Dakar 2021**



Olga ALGAYEROVA
Executive Secretary



Abdoulaye SENE
Executive Secretary