

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED NATIONS RELIEF AND WORKS AGENCY FOR PALESTINE REFUGEES IN THE NEAR EAST
AND
THE INTERNATIONAL COOPERATION GROUP OF BRAZILIAN UNIVERSITIES - GCUB**

This memorandum of understanding (the MOU) is entered into between:

- The **United Nations Relief and Works Agency for Palestine Refugees in the Near East**, an autonomous subsidiary organ of the United Nations, established by General Assembly Resolution 302 (IV) of 8 December 1949, Bayader Wadi Seer, PO Box 140157, Amman 11814, Jordan (UNRWA);

and

- **The International Cooperation Group of Brazilian Universities - GCUB**, a non-profit civil society association, duly established and existing under the laws of Brazil, with registered office at Edificio Assis Chateaubriand SRTVS 701, Lote 1, Conjunto L, Bloco 1, Sala 511, Asa Sul - Brasília - DF, Brazil - CEP: 70.340-906 (the **Partner**),

(each also a **Party** and, collectively, the **Parties**).

WHEREAS:

- (A) UNRWA is mandated to provide assistance and protection to some 5.9¹ million registered Palestine refugees. Its mission is to help Palestine refugees in Jordan, Lebanon, Syria, West Bank and the Gaza Strip to achieve their full potential in human development, pending a just solution to their plight. UNRWA's services encompass education, health care, relief and social services, camp infrastructure and improvement, microfinance and emergency assistance. UNRWA is funded almost entirely by voluntary contributions;
- (B) The Partner is a Non-profit civil society association of academic, scientific, and cultural character with a mission to promote the internationalization of associated universities through Programs, Projects and actions related to International Cooperation, and wishes to collaborate with UNRWA in accordance with the terms and conditions set forth herein; and
- (C) The Parties share common objectives and believe in cooperation and integrated efforts as the way of achieving results in the following areas: research, education, and the provision of educational opportunities for Palestine refugees. Among these opportunities, is the offering of scholarships by the universities associated with GCUB, within the framework of the GCUB-Palestine Program for Refugees. The scholarship offer covers refugees in the five areas of operation of UNRWA: West Bank including East Jerusalem, Gaza, Jordan, Lebanon, and Syria. (the **Project**).

NOW THEREFORE, the Parties agree as follows:

1. PURPOSE OF THIS MOU

- 1.1 The purpose of this MOU is to set forth the respective obligations of the Parties in respect of the Project.
- 1.2 The definition of Project activities, including the specific use of resources in activities supported by UNRWA and/or by the Partner under this MOU, are set out in the description, attached to this MOU as Annex 1 (the **Project Description**).

¹ Drafting note: the figure for the refugee population is recalculated every six months. Check the biannual document 'UNRWA in Figures' for the latest figure.



2. DURATION

This MOU shall be effective for an initial term commencing on October 29, 2024 and expiring on September 30, 2029 (the **Term**), unless amended, extended or terminated earlier in accordance with Article 14 of this MOU.

3. AREAS OF COOPERATION

3.1 *Role and Obligations of the Partner*

The Partner shall:

- (i) Engage in the activities described in the Project Description;
- (ii) Provide suitably qualified personnel and adequate resources necessary for the implementation and supervision of the Project and be fully responsible for acts and omissions of the Partner's officials, employees, consultants, agents, sub-contractors and other representatives (collectively, the **Personnel**), in accordance with Article 10 of this MOU;
- (iii) Report to UNRWA in accordance with the provisions of Article 6 below;
- (iv) Share with UNRWA lessons learnt in the implementation of the Project;
- (v) Mobility of undergraduate and graduate students, with the objective of providing enriching academic and cultural experiences, as well as strengthening the educational capacities of Palestine refugees;
- (vi) The provision of benefits and the final selection will be the sole responsibility of each university participating in the program and associated with GCUB;

3.2 *Role and Obligations of UNRWA*

Subject to the availability of resources and in accordance with UNRWA's Regulations, Rules, Organisation Directives, Instructions and any other parts of its regulatory framework, as well as its policies, and procedures (collectively, the **UNRWA Regulatory Framework**), UNRWA shall:

- (i) Provide data on students' preferences on the scholarship programme to GCUB to enable them to identify the needs and challenges faced by Palestine refugees to better tailor the scholarship programme.
- (ii) Disseminate GCUB's scholarship programme among UNRWA's network, including organizing an information session with its fields regarding the scholarship.
- (iii) Support GCUB in verifying the refugee status for the students.
- (iv) Support GCUB in the pre-selection of the students.

4. INDEPENDENCE OF THE PARTIES

The Partner and UNRWA are independent contractors with respect to each other and (a) neither the Partner nor UNRWA is an agent of the other and neither Party has any right or authority to enter into any contract or undertaking in the name of, or for the account of, the other Party, or to create or assume any obligation of any kind, express or implied, on behalf of the other, except as specifically set forth herein; and (b) nothing in this MOU shall be construed to create an employer/employee relationship, partnership or joint venture between the Parties, or between a Party and any employee of the other Party.

5. USE OF NAME, TRADEMARK OR LOGO

Neither Party shall use the name, abbreviation of the name, emblem, trademark or logo of the other in any advertisement, press release, publicity or other materials printed or published with reference to this MOU or otherwise, without the express written consent of the other. This provision shall survive the expiration or termination of this MOU.

6. REPORTING OBLIGATIONS OF THE PARTNER

- 6.1 In addition to any narrative and/or financial report stipulated in the Project Description, if any, the Partner shall provide to UNRWA:
 - (i) Semi-annual updates on its activities;



- (ii) Such other reports and/or audio-visual documentation of the Partner's activities as UNRWA shall reasonably request from time to time. Unless otherwise agreed, such additional information shall be provided within 14 (fourteen) business days of UNRWA's request;
- (iii) A report including the progress, achievements (data and analysis on the students provided with the scholarship under this MOU) and challenges and way forward.

6.2 The Partner's reports shall be in line with any requirements of UNRWA donors, as conveyed by UNRWA to the Partner from time to time.

7. NO TRANSFER OF FUNDS

There shall be no transfer of funds between the Parties. Neither Party will be responsible for any of the costs incurred by the other Party in implementing the Project.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 To the extent that any Proprietary Rights of the Partner: (i) pre-existed the performance by the Partner of its obligations under the MOU, or (ii) may be developed or acquired independently of the performance of its obligations under the MOU, UNRWA does not and shall not claim any ownership interest thereto, and the Partner grants to UNRWA a perpetual non-exclusive license to use such Proprietary Rights solely for the purposes of and in accordance with the requirements of the MOU.

8.2 At the request of UNRWA, the Partner shall take all necessary steps, execute all necessary documents and generally assist in securing such Proprietary Rights and transferring or licensing them to UNRWA in compliance with the requirements of the applicable law and the MOU.

8.3 Subject to the foregoing provisions, all works and other materials, whether in written or electronic form and including all derivative works thereof, that are subject to Proprietary Rights pursuant to Article 8.1 above or are received by the Partner under the MOU shall be made available for use or inspection by UNRWA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNRWA authorized officials on completion of work under the MOU.

9. INDEMNIFICATION; INSURANCE

9.1 The Partner shall indemnify, hold and save harmless, and defend, at its own expense, UNRWA, its officials, employees, consultants, agents or other representatives from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Partner and/or the Personnel in the performance of the MOU. The obligations under this Article do not lapse upon expiration or termination of the MOU.

9.2 The Partner shall ensure that the insurance arrangements applicable to its operations shall extend to the activities undertaken by its officials, agents, servants, employees or contractors in connection with this MOU and maintain such insurance against all risks in respect of its activities undertaken in connection with this MOU.

10. REPRESENTATIONS AND WARRANTIES

10.1 The Partner represents and warrants that the person signing this MOU on behalf of the Partner has, on the date of the signature of this MOU, full powers and all the authorisations required to sign this MOU, as well as to perform all the obligations undertaken by and deriving from this MOU.

10.2 Each Party represents and warrants to the other Party as of the date hereof, and further undertakes to the other Party during the Term, for itself and for its officials, employees, consultants, agents, sub-contractors and other representatives, that:

- (i) none of them are engaged in:
 - (a) any transactions with, and/or the provision of resources and support to, individuals and organizations associated with, receiving any type of training for, or engaged in, any act or offense described in Article 2, Sections 1, 3, 4 or 5 of the International Convention for the

Suppression of the Financing of Terrorism, adopted by the General Assembly of the United Nations in Resolution 54/109 of 9 December 1999;

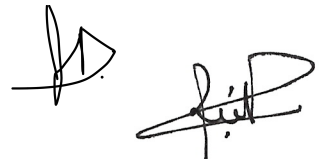
- (b) child labour or any practice inconsistent with the rights set forth in the United Nations Convention on the Rights of the Child 1989;
 - (c) the sale or manufacture of anti-personnel mines or their components utilized in the manufacture of anti-personnel mines; and/or
 - (d) sexual exploitation or abuse of anyone, and further warrants that they shall take all appropriate measures to prevent the same,
- (ii) they have not, and shall not, offer any bribe or direct or indirect benefit arising from or related to the performance of the MOU to any officials, employees, consultants, agents or other representatives of the other Party.
- 10.3 The Partner undertakes to UNRWA during the Term that:
- (i) it shall comply with all laws bearing upon the performance of its obligations under the terms of this MOU;
 - (ii) it shall conduct itself, and shall cause Personnel to conduct themselves, in conformity with the highest ethical principles and standards of conduct and in a manner that at all times protects the interests of UNRWA;
 - (iii) it shall respect the impartiality and independence of UNRWA as an organ of the United Nations and shall neither seek nor accept instructions relating to this MOU from any Government or other authority external to UNRWA;
 - (iv) it shall refrain from any conduct that would adversely reflect on UNRWA and shall not engage in any activity that is incompatible with the aims and objectives of UNRWA.
- 10.4 Each Party represents and warrants to the other Party that it has not, and undertakes to the other Party that it shall not, infringe any third party Proprietary Rights in performing any activities pursuant to this MOU.

11. CONFIDENTIALITY

- 11.1 UNRWA may provide its donors with information relating to the identity of the Partner, this MOU, its contents and its implementation.
- 11.2 Without prejudice to UNRWA's rights under Article 12.1 above, the Parties shall maintain the confidentiality of the information related to each other and neither Party shall communicate at any time to any other person, Government or authority external to the Parties, any confidential or other information known to it by reason of its association with each other which has not been made public except with the authorization of the other Party. This provision shall survive the expiration or termination of this MOU.

12. FORCE MAJEURE

- 12.1 *Force Majeure*, as used in this Article 12 means an act of God, war (whether declared or not), invasion, revolution, insurrection, or other event of a similar nature or force.
- 12.2 In the event of and as soon as possible after the occurrence of any cause constituting *Force Majeure*, the Party affected thereby shall give notice and full particulars in writing to the other Party of such occurrence or change if it is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this MOU. Each Party shall also notify UNRWA of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of the MOU. On receipt of the notice required under this Article 12.2, the other Party shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform its obligations under the MOU.
- 12.3 If either Party is rendered permanently unable, wholly or in part, by reason of *Force Majeure* to perform its obligations and meet its responsibilities under the MOU, the other Party shall have the right to suspend or terminate the MOU on the same conditions as are provided for in Article 13.1, paragraph (ii) below, except that the period of notice shall be 7 (seven) days.
- 12.4 Notwithstanding anything to the contrary in this MOU, the Partner recognizes that the Project may be implemented under harsh, hostile and/or volatile conditions or restrictions. Consequently, delays or failure to perform caused by events arising out of, or in connection with, such harsh, hostile and/or volatile conditions or restrictions shall not, in and of itself, constitute *Force Majeure* under this MOU.



13. TERMINATION; AMENDMENT

13.1 Either Party may terminate this MOU at any time by serving not less than 30 (thirty) days' notice in writing to the other Party, except that UNRWA may terminate this MOU in writing with immediate effect and without any liability if:

- (i) in its sole discretion, it determines that association with the Partner may adversely affect UNRWA's status and principles, and/or has the potential to damage its reputation; or
- (ii) the Partner breaches any of its obligations hereunder, or if such breach is capable of remedy, fails to remedy such breach to the satisfaction of UNRWA within 14 (fourteen) calendar days of UNRWA requiring such remedy.

13.2 In case any breach of any of the representations and warranties contained in Article 11 by either Party, the other Party shall be entitled to terminate the MOU immediately upon notice to the defaulting Party.

13.3 In any event of termination of this MOU, the Parties shall cooperate in bringing the activities carried out by the Parties hereunder to a prompt and orderly conclusion and the Partner shall immediately cease any use of UNRWA's name, abbreviation of the name and emblem and take action to urgently remove UNRWA's name, abbreviation of the name and emblem from its own name and logo. All monies collected for UNRWA shall be accounted for and the amount transferred to UNRWA.

13.4 This MOU may be amended and/or extended only by written agreement signed by the authorised representatives of both Parties.

14. NOTICES

Service of any notice referred to in this MOU or arising from it shall be deemed to be valid if sent by registered mail or by hand against authorized signature on receipt, to the address of the Party concerned as set forth below:

For the Partner, to:

Prof. Dr. Rossana Valéria de Souza e Silva
Executive Director
International Cooperation Group of Brazilian Universities - GCUB
rossana@gcub.org.br
+55 (61) 98155-1769

For UNRWA, to:

Julia DICUM,
Director of Education
j.dicum@unrwa.org
+9625808200

15. GOVERNING LAW

This MOU shall be governed by generally accepted principles of international commercial law.

16. SETTLEMENT OF DISPUTES

16.1 The Parties shall use their best efforts to settle amicably any dispute or difference arising out of or connected with the MOU.

16.2 Unless any such dispute or difference is settled amicably within 60 (sixty) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute or difference shall be referred by either Party to arbitration before the Permanent Court of Arbitration in accordance with its Optional Rules for Arbitration between International Organizations and Private Parties in force on the date of the MOU.

16.3 There shall be one arbitrator. The place of arbitration shall be Amman, Jordan and shall be concluded in the English language applying general principles of international commercial law. The arbitrator's decision shall

be binding on the Parties, provided the arbitrator shall have no authority to award interest or punitive damages, and there shall be no appeal. These provisions for arbitration shall be in lieu of any other procedure for the settlement of disputes or differences among or between the Parties.

17. 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 accorded to UNRWA in international law.

18. ASSIGNMENT

The Partner shall not assign, transfer, pledge, sub-contract or make other disposition of the MOU or any part thereof, or any of the Partner's rights, claims or obligations under the MOU except with the prior written consent of UNRWA.

19. ENTIRE AGREEMENT

This MOU, including its Annexes which form an integral part thereof, constitutes the entire agreement between UNRWA and the Partner and supersedes any prior agreements or discussion between UNRWA and the Partner with respect to their mutual relationship and the activities regulated herein.

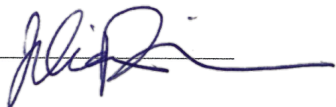
FOR THE UNITED NATIONS RELIEF AND WORKS AGENCY FOR PALESTINE REFUGEES IN THE NEAR EAST.

By: _____

Julia DICUM

Director of Education

Date.....


06/11/2024

FOR THE INTERNATIONAL COOPERATION GROUP OF BRAZILIAN UNIVERSITIES - GCUB

By: _____

Prof. Dr. Rossana Valéria de Souza e Silva

Executive Director

International Cooperation Group of Brazilian Universities - GCUB

Date: 29/10/2024

Annex 1

Project Description

1. Overall Objective:

To collaborate in order to provide scholarship (covering tuition fees) to Palestinian refugee students, aiming to provide enriching academic and cultural experiences, as well as strengthen the educational capacities of Palestinian refugees.

2. Project Scope

The GCUB is expected to

- i. Provide suitably qualified personnel and adequate resources necessary for the implementation and supervision of the Project and be fully responsible for acts and omissions of the Partner's officials, employees, consultants, agents, sub-contractors and other representatives (collectively, the Personnel), in accordance with Article 10 of this MOU;
- ii. Provide educational opportunities for Palestine refugees. Among these opportunities, is the offering of scholarships by the universities associated with GCUB, within the framework of the GCUB-Palestine Program for Refugees. The scholarship offer covers refugees in the five areas of operation of UNRWA: West Bank, Gaza, Jordan, Lebanon, and Syria.
- iii. Report to UNRWA;
- iv. Share with UNRWA lessons learnt in the implementation of the Project.

UNRWA is expected to

- i. Provide data on students' preferences on the scholarship programme to GCUB in identifying the needs and challenges faced by Palestine refugees to better tailor the scholarship programme.
- ii. Disseminate GCUB's scholarship programme among UNRWA's network, including organizing an information session with its fields regarding the scholarship.
- iii. Support GCUB in verifying the refugee status for the students.
- iv. Support GCUB in the pre-selection of the students.

3. Anticipated Coverage

Undergraduate level:

Vacancies: 1005

Scholarships: 21

Masters:

Vacancies: 187

Scholarships: 72


Doctorate:

Vacancies: 129

Scholarships: 77

Total vacancies: 1321

Total scholarships: 170



4. Specific Objectives

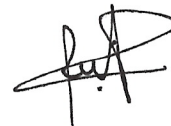
- Promote the internationalization of associated universities
- Facilitate the mobility of Palestinian refugees
- Strengthen the educational capacities of Palestinian refugees

5. Expected Outcome and Outputs

170 scholarships to be provided to Palestinian refugee students for 2025. The number of scholarships will be shared by GCUB with UNRWA on a yearly basis, contingent on the availability of offers from associated universities.

6. Budgets

There shall be no transfer of funds between the Parties. Neither Party will be responsible for any of the costs incurred by the other Party in implementing the Project.

A handwritten signature in black ink, appearing to be 'P. A.', located on the right side of the page.