

Memorandum of Understanding
between
International Organization for Migration (IOM)
and
United Nations Development Programme
Regarding the Operational Aspects INDONESIA-UNPPDF Trust Fund

This Memorandum of Understanding (hereinafter referred to as "Memorandum") is concluded between the International Organization for Migration (hereinafter "IOM"), an inter-governmental organization, established by treaty and having its headquarters at Sampoerna Strategic Square, North Tower Fl. 12A Jl. Jend. Sudirman Kav 45-46, Jakarta 12930 and the United Nations Development Programme, a subsidiary organ of the United Nations, having its Headquarters at One United Nations Plaza, New York, New York 10017, USA, as Administrative Agent of the **INDONESIA-UNPPDF Trust Fund**, (hereinafter "UNDP");

WHEREAS, the Participating UN Organizations to the **INDONESIA-UNPPDF Trust Fund** have signed a Memorandum of Understanding relating to the Operational Aspects of the **INDONESIA-UNPPDF Trust Fund** (attached Annex A hereto);

WHEREAS, IOM wishes to participate in the **INDONESIA-UNPPDF Trust Fund** and receive funds on the same terms as the Participating UN Organizations;

WHEREAS, the Participating UN Organizations and Donors to **INDONESIA-UNPPDF Trust Fund** agree to IOM's participation in the **INDONESIA-UNPPDF Trust Fund**;

WHEREAS, the Participating UN Organizations authorize UNDP, represented by its Multi-Donor Trust Fund Office, as Administrative Agent to conclude this Memorandum with IOM for its participation in the Fund;

NOW, THEREFORE, IOM and UNDP hereby agree as follows:

1. IOM warrants and confirms that it has entered into relevant basic agreements with the governments of the countries where it will operate in connection with the **INDONESIA-UNPPDF Trust Fund**, as a basis for its activities.
2. IOM warrants and confirms that it has privileges and immunities in respect of its personnel and assets consistent with those of the Participating UN Organizations in the countries where it is to undertake activities in connection with the **INDONESIA-UNPPDF Trust Fund**, including functional immunity of its personnel and assets, and immunity from legal process and from search and seizure.
3. IOM agrees to carry out its activities on the terms and conditions of the Memorandum of Understanding entered into between the Participating UN Organizations and the UNDP attached hereto as Annex A which is an integral part of this MOU.

4. For Notices under this Memorandum, the addresses of UNDP and IOM are as specified in the attached Annex B hereto.

5. This Memorandum shall enter into force upon signature by the authorized officials of IOM and UNDP and shall continue in force and effect until it expires or is terminated.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the respective Parties, have signed this Memorandum in English in two copies.



ANNEX A: MOU between Participating UN Organizations and UNDP

ANNEX B: Notices

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