
**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN
AND
BPW INTERNATIONAL**

This Memorandum of Understanding (“MOU”) is entered into by the United Nations Entity for Gender Equality and the Empowerment of Women (“UN Women”), and the BPW International (International Federation of Business and Professional Women) (“the Partner”). UN Women and BPW International are hereinafter jointly referred to as the “Parties”.

WHEREAS, UN Women is a subsidiary organ of the United Nations mandated to achieve gender equality and the empowerment of women;

WHEREAS, UN Women recognizes the importance of collaborating and cooperating with partners to achieve its mandate and strategic objectives;

WHEREAS, the Partner is an organization duly registered under the laws of Switzerland with a mission to develop the business, professional and leadership potential of women on all levels through advocacy, education, mentoring, networking, skill building, and economic empowerment programmes and projects around the world.

WHEREAS, The Partner aims to unite business and professional women in all parts of the world to :

1. Work for women's
 - economic independence
 - equal opportunity and representation in economic, civil and political life
2. Encourage and support women and girls to:
 - develop their professional and leadership potential
 - undertake lifelong education and training
 - use their abilities for the benefit of others, locally, nationally and internationally
3. Advocate
 - for the elimination of all discrimination against women



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- for human rights and the use of gender-sensitive perspectives
4. Undertake
- world-wide networking and co-operation between business and professional women
 - non-profit projects that help women gain economic independence to present the views of business and professional women to international organisations and agencies, and to business, governments and civil society.

WHEREAS the Partner is an influential international network of business and professional women from more than 100 countries in 5 continents with the first NGO to obtain the Consultative Status at ECOSOC/United Nations. Founded in 1930, BPW International develops the professional, leadership and business potential of women on all levels through mentoring, networking, skill building and economic empowerment programs and projects around the world.

WHEREAS the Partner supports the mandate of UN Women as stipulated in the United Nations General Assembly resolution 64/289 and UN Women's Strategic Plan as its advocacy is embedded in the work with the United Nations. The Partner lobbied for the formation of the Commission on the Status of Women (CSW) and was awarded a Peace Messenger Certificate from UN Secretary-General Javier Perez de Cuellar in 1987. The Partner had Esther Hymer as representative at the UN who was also the first Chair of NGO CSW Committee and was named as the first one of three women playing a significant role in the work of the UN Commission by Secretary-General Kofi Annan in 1997.

At present there are a total of twenty-one members serving as representatives of the Partner's global organization at the United Nations and its subsidiary organs, specialized agencies and related organizations at UN Headquarters in New York, Vienna, Geneva; UN regional offices (UNECA, UNECE, UNESCAP, UNESCWA, UNECLAC); UNESCO, UNICEF, ILO, UNCTAD, UNIDO, FAO, UN DPI; Council of Europe; European Women's Lobby and continues to work closely with UN Women.

WHEREAS, the Partner has a status as:

- Consultative status with the United Nations Economic and Social Council (ECOSOC) since 1947
- Consultative status with the Council of Europe since 1977
- Member of Civil Society of Organization of American States (OAS) since 2009

NOW, THEREFORE, the Parties agree to cooperate as follows:

Article I

Scope of the MOU

1. This MOU, together with the Annexes listed below forming an integral part hereof, establishes the terms and conditions of the cooperation between the Parties on the establishment of Women Business Incubators and Women 's Entrepreneurship Accelerator Women in Trade EXPO in identified regions and countries.
 - a. Annex I: description of activities
- b. General Conditions of Cooperation (“General Conditions”).
2. This MOU and any subsequent agreement(s) entered into hereunder constitute the entire understanding between the Parties in respect of the subject matter and supersede any prior oral or written communications on the subject.

Article II

Areas of Cooperation

1. The Parties agree to cooperate in good faith in order to achieve their common objectives, which are:
 - i. To foster entrepreneurial ecosystems and drive positive change by addressing the existing gender imbalance within support structures (incubators/accelerators) of women entrepreneurship ecosystems.
 - ii. To support inclusive trade experiences and opportunities as part of the implementation of these ecosystems with the design and implementation of a pilot programme in an identified region.
 - iii. To increase the number of women in inclusive trade with special attention to removing barriers that hinder their meaningful participation.
 - iv. To research and share knowledge to create a level playing field for women entrepreneurs and provide valuable insights to policy makers related to trade and gender equality to promote in next generation trade agreements.
 - v. To organize “Women in Trade Expos” and similar events to strengthen the ecosystem for women entrepreneurs and female traders.
 - vi. To issue calls to action and manifestos that promote women entrepreneurship and gender inclusive trade.
 - vii. To facilitate ongoing collaborations and involvement of UN Women in BPW International activities and vice versa.
 - viii. To increase visibility and promote joint efforts through various communication channels.
 - ix. To create the interventions needed for a more equitable and sustainable future for women entrepreneurship.

The cooperation between UN Women and The Partner will contribute to the economic empowerment of women, highlighted as one of the four thematic areas of the UN Women Strategy Document 2022-2025, in line with the Sustainable Development Goal:5 Achieve the gender equality and empower all women and girls.

2. In furtherance of the common objectives described above, the Parties agree to carry out the activities in the Description of Activities (“the Activities”), which may be modified from time to time by written agreement by the Parties.

Article III Implementation of the MOU

1. The Parties may negotiate in good faith the terms of any subsequent agreement(s) that may be required to implement the Activities. Such agreement(s) will specify the roles and responsibilities of each Party and the costs or expenses relating to the Activities and how they will be borne by the Parties. Such agreement(s) will incorporate by reference the terms of this MOU.
2. The Parties agree to each designate a relationship manager for the long-term monitoring and management of this partnership. The Parties may also decide to form working groups comprising representatives of each Party, which will be responsible for monitoring the development and execution of the Activities.

Article IV Exchange of Information and Documents

The Parties agree to exchange relevant information and documents as needed for the implementation of this MOU, subject to such restrictions and arrangements which may be required by either Party to safeguard the confidential nature of certain information and documents.

Article V Recognition

1. Subject to Paragraph 4 (Use of name, abbreviation and emblem) of the General Conditions, the Parties may acknowledge and disclose to the public this MOU and information with respect to the Activities, in accordance with the current policies of each Party and with the prior written approval of the other Party.



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2. At public events, media conferences or meetings of any kind, representatives of each Party may speak about the collaboration related to this MOU, but strictly on its own behalf. Any unilateral media release by a Party relating to this MOU or the Activities undertaken hereunder will be shared with the appropriate communications lead of the other Party for review and consent at least five (5) business days in advance of release.

Article VI Settlement of Disputes

1. The Parties shall use their best 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 UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.
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 UNCITRAL 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.
3. 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 VII Notices and Addresses

Any notice to be given under this MOU shall be in writing and shall be deemed to have been made when it shall have been delivered to the party and address specified below:

For UN-Women: Sima Bahous
UN Women Executive Director
with copy to Jemimah Njuki, Chief of Women's Economic Empowerment Section, Policy Programme and Intergovernmental Division

220 E 42nd St, New York, NY 10017

For Partner: Catherine Bosshart
International President, BPW Global
BPW International President's Office,
Kleinschönberg 65, CH-1700 Fribourg

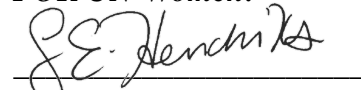
Article VIII Duration, Termination, Modification

1. This MOU will become effective upon signature by both Parties and remain in effect for a period of [3] years thereof, unless terminated earlier by either Party in accordance with paragraph 2 below. The Parties may agree to extend this MOU for subsequent periods of [3] years.
2. Either Party may terminate this MOU at its sole discretion and shall endeavor to provide three months' prior notice in writing to the other Party. Any subsequent agreement(s) concluded pursuant to this MOU may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the Activities under this and/or any subsequent agreement(s) are brought to a prompt and orderly conclusion.
3. The following provisions shall survive the expiration or termination of this MOU:
 - (a) Article IV (Exchange of Information and Documents) and Article VI (Settlement of Disputes);
 - (b) Paragraph 3 (Liability), Paragraph 4 (Use of name, abbreviation and emblem), Paragraph 5 (Privileges and immunities), Paragraph 9 (Indemnification) and Paragraph 10 (Intellectual property) of the General Conditions.
4. This MOU may be amended by mutual agreement of the Parties reflected in writing.



IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

FOR UN-Women:



Sarah Hendriks

Deputy Executive Director a.i.

06.10.2023

FOR BPW Internazional:



Catherine Bosshart

President

06.10.2023

Annex I Description of Activities

Introduction

In recent years, the potential impact of trade liberalization on women and women's participation in trade in general has attracted greater attention in trade negotiations. Provisions relating to trade and gender equality increasingly feature in new-generation trade agreements. The power of **inclusive trade** to create better jobs and economic opportunities for women should stimulate competition and lead to greater exports and higher overall wages for women and men.

One way to empower women economically is to ensure that they benefit from inclusive trade by paying particular attention to removing barriers that hinder their meaningful participation.

To bring this program to fruition, BPW International and UN Women have identified **the following approach**.

Phase 1. Ecosystem building, including the creation of inclusive incubators when relevant

To enable more women to become successful entrepreneurs in trade at regional level and beyond, **UN Women and BPW International** propose to capitalize on multi-donor partnerships to **offer specific support solutions, including incubation programs**, that focus on improving the export capacity of formal and informal service providers, with particular attention to women's micro, small and medium enterprises to support their participation in inclusive trade.

In fact, the umbrella organization for women entrepreneurs and executives worldwide, BPW International, has noted that the support offered to women entrepreneurs is often not optimal for them, as these activities are ill-suited to their specific constraints. Women entrepreneurs are sometimes prevented from taking part in business development programs for a series of reasons. For example, the difficulty lies with incubator support structures, which do not have a good understanding of the specific needs of women entrepreneurs.

In this sense, the need to build more inclusive programs tailored to the needs of women entrepreneurs, and aimed at strengthening their ability to launch and develop businesses is necessary. It's time to get up to speed and act as a catalyst for women's potential. This is a key point of synergy and complementarity between BPW and UN Women strategies.



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This dynamic can lead to the creation of **ecosystem networks, including the establishment of inclusive incubators** in a test phase.

Phase 2. Women's Trade Expos 2024

Building on the tested concept of Women’s Trade Expos (the first two "["Connect and Create" Expo's held in](#) Europe and Central Asia in 2021 and 2022 ¹, UN Women and BPW will seek to replicate this in other regions building **on the results, performance and impact of Phase 1** to accelerate women entrepreneurs' access to trade. **The Expo will consist of a series of local and cross-regional** business creation, business launch/strengthening, networking, and capacity-building workshops enabling companies, investors and women entrepreneurs from the region to learn from and network with each other.

Phase 3. Extend the project to other regions

A third phase would be to extend the project to other regions. Countries and regions will be identified after the successful delivery of Phase 2.

Expected Outputs

Outcome: promote and achieve sustainable and inclusive socio-economic development, gender equality and structural transformation.	
Output 1: Technical support to promote and develop women's entrepreneurship through active and integrated support.	
Activity	Indicator
1.1. Sensitize stakeholders, existing incubators and other support services to women's entrepreneurship and offer specific support solutions, including more inclusive incubation programs	In each target country, a round table of partners met annually to discuss the development of inclusive programs.
1.2. Secure technical, financial and institutional partnership agreements with local partners for the creation of ecosystems and the development/creation of inclusive	In each ecosystem, at least 5 partnerships built for the implementation of the project and secure the sustainability.

¹ 2021 and 2022: at the date of this concept note



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incubators.	
Output 2: Build/implement/develop inclusive programs and/or incubators	
2.1. Diagnosis and determination of the strategic, operational and financial plan for the inclusion of incubators in countries identified by UN Women regional office.	At least one incubator in each country has been identified to be more inclusive and adapt its programmes to offer more inclusive support to women entrepreneurs
2.2. (if necessary) Installation of incubator equipment	At least two new inclusive incubation centers set up in the West and Central Africa region
2.3. Development of inclusive toolbox for women entrepreneurs for business advice, coaching and training	A toolbox specifically designed to implement inclusive programs is produced by the partners.
2.4. Develop organized coaching programmes to build the technical and leadership capacity of BPW entrepreneurial umbrella organizations to offer better access to business networks and provide know-how and skills on women's entrepreneurship channels.	30 women certified as coach in each ecosystem
2.5. Support/develop actions (incubation model) focused on technical assistance, workshops, training, access to knowledge and resources to meet market demands and personalized coaching for women entrepreneurs.	<ul style="list-style-type: none"> • At least 300 women in each country participate in inclusive coaching/incubation programmes. • At least 3 centers in the region offer inclusive entrepreneurship support services, delivered by efficient in-house structures; • Inclusive, results-oriented coaching facilities, supported by a network of partners, better meeting the needs of women entrepreneurs; • More than 80% of new SME projects supported by coaching expanded their activities in the 2-year mark after start-up, • At least 95% of loans are repaid by beneficiaries,
2.5. Develop a specific coaching/incubation strategy to support women traders, focusing on the specific strategy of stimulating intra-African trade for women (BIAT).	<ul style="list-style-type: none"> • At least 15 new businesses generated by women are launched on the intra-African market
Output 3. Women's Trade Expo 2024	
3.1. Carry out a series of local and inter-regional business creation, business start-up/strengthening, networking and capacity-building workshops for businesses, investors and women entrepreneurs in the region.	<ul style="list-style-type: none"> • Number of entrepreneurs who increased their level of learning, knowledge, and skills from (a) mentorship and (b) training sessions • Number of WEPs signatories engaged and added • Number of partners providing training and additional resources



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and the Empowerment of Women

<p>3.2 Organize Live Expo and satellite exhibitions/events to enable women entrepreneurs, businesses, mentors, investors and other partners to meet face-to-face, network, exchange information and lay the foundations for sustainable partnerships.</p>	<ul style="list-style-type: none">• Outreach and interactions on social media with posts, web stories and with live broadcast• % increase of entrepreneurs who participated in Expo• % increase of investors and other partners who participated in Expo• % increase of mentors and other partners who participated in Expo• Number of connections created through the Expo
<p>3.3 Organize investor pitching events that can generate investment value and accelerate business models for women involved in commerce.</p>	

Annex II. General Conditions of Cooperation

1. **Financial contribution:** The Activities will be implemented in accordance with each Party's regulations, rules, policies and procedures, subject to the availability of the necessary financial resources. Any transfer of funds between the Parties will be subject to a separate agreement in accordance with Article III.1 of the MOU.
2. **Legal status:**
 - a. Nothing in or related to this MOU will be construed as establishing a legal partnership, joint venture, employment, agency, exclusive arrangement or any other similar relationship between the Parties.
 - b. 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 in this MOU.
 - c. Unless otherwise agreed between the Parties, the Partner or anyone it employs will not be considered an agent or official of UN Women and will not be entitled to any privileges, immunities, compensation or reimbursements.
3. **Liability:** Each Party will be liable for its own acts or omissions.
4. **Use of name, abbreviation and emblem:** Neither Party will use the name, abbreviation or emblem of the other Party, its subsidiaries and/or affiliates, without the express prior written approval of the other Party in each case. In no event will authorization of the UN Women name, abbreviation or emblem be granted for commercial purposes or for use in any manner that suggests an endorsement by UN Women of the Partner's products or services.
5. **Privileges and immunities:** The Partner will respect the status of UN Women as a public international organization of the United Nations system. Nothing in or relating to this MOU will be deemed as a waiver, express or implied, of any of the privileges and immunities of UN Women.
6. **Observance of the law:** The Partner will respect the laws of the countries in which it operates. The Partner will not permit any representative or official of UN Women to receive a direct or indirect benefit from this MOU or from any subsequent agreement(s) between the Parties.
7. **Assignment:** The Partner will not assign, transfer, pledge or make other disposition of this MOU or any part thereof or of any of its rights, claims or obligations under this MOU except with the prior written approval of UN Women. Any such unauthorized

assignment, transfer, pledge or any other disposition will not be binding on UN Women.

8. **Non-waiver:** Any waiver by a Party of a breach of a provision of this MOU will not operate or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this MOU. The failure by a Party to enforce any provision of this MOU will not constitute a waiver of that or any other provision of this MOU. Any waiver must be in writing and signed by the Party against whom enforcement is sought.
9. **Indemnification:** The Partner will hold harmless, defend and indemnify UN Women against all lawsuits, claims, costs and liabilities resulting from any intellectual property disputes or other disputes occurring under this MOU which arise out of acts or omissions of the Partner, its agents or employees.
10. **Intellectual Property:** This MOU does not grant to a Party the right to use materials belonging to or created by the other Party. Each Party will retain intellectual property rights in all materials developed and produced by it. The Partner recognizes the principle that the United Nations owns intellectual property generated by United Nations' programmatic and project activities for the common good and that the member states of the United Nations have the right to non-commercial use of the results of such programmatic and project activities. The Parties agree that, unless otherwise provided for in UN Women's regulations, rules, policies and procedures or its agreements concluded with the relevant host Government and/or any implementing partners, intellectual property produced as a result of the Activities shall be managed in a way that maximizes their public accessibility and allows the broadest possible use.
11. **Conflict of interest:** The Parties' collaboration on the Activities is not intended to confer a special advantage or preference to the Partner in competing with any other entity as regards the procurement of goods, works, or services by UN Women or third parties where such procurement results from or has a direct relationship to the Activities.