

MEMORANDUM OF UNDERSTANDING

between

THE UNITED NATIONS INSTITUTE FOR TRAINING AND RESEARCH (UNITAR)

and

THE UNITED NATIONS ECONOMIC COMMISSION FOR EUROPE (UNECE)

WHEREAS UNITAR was established in 1965 pursuant to United Nations General Assembly resolution 1934 (XVIII) of 11 December 1963, to provide member states with training programmes and research activities in the areas of peace and security, economic, social and environmental development;

WHEREAS UNECE was established in 1947 by ECOSOC with the aim to foster pan-European economic development through policy dialogue, normative work and technical cooperation among its member states

WHEREAS UNITAR and UNECE (who may be referred to individually as the “Party” and collectively as the “Parties”) share common goals and objectives with regard to capacity building for development

THEREFORE, based on mutual trust and interests, the Parties hereby agree to the following:

Article I – Objectives

1. The overall objective of the present Memorandum of Understanding (hereinafter referred to as “Memorandum”) is to provide a general framework for cooperation between the Parties in support of the 2030 Agenda for Sustainable Development, building on their comparative advantages and ensuring their complementarity and mutual reinforcement.

Article II – Thematic Areas of Cooperation

1. The parties agree to cooperate in the following thematic areas:
 - i. Public Private Partnerships
 - ii. Sustainable Transport
 - iii. Environment
2. The list of areas for cooperation above can be extended, if and when opportunities arise.

Article III – Modalities for Cooperation

1. The following modalities could be used for cooperation:
 - i. Organisation of joint events (conferences, symposiums, forums, lectures, roundtables, and panels)
 - ii. Development of training materials and training modules
 - iii. Organisation of training courses (including e-learning courses), seminars and workshops
 - iv. Development of joint platforms or networks for information sharing and knowledge management
 - v. Undertaking advocacy and outreach (publications, brochures, flyers, etc.)

Article IV - Arrangements for Cooperation

1. The above mentioned joint activities will be funded from extra-budgetary resources to be raised jointly by the UNECE and UNITAR.

2. The specific arrangements for any activities under this Memorandum will be agreed via an exchange of letters.
3. The Parties shall take appropriate action in order to acknowledge each other's contributions in all outputs, in any information given to the press or media, in notifications and reports to the donors or beneficiaries, as well as on their public websites, professional and social networks, for any activities under this Memorandum.
4. The Parties shall designate focal points who will serve as primary contact persons for their respective institutions. These focal points will ensure regular and effective communications between the Parties and will facilitate direct cooperation with the substantive units. At the time of establishment of the MoU these were:

Focal Point in UNITAR:

Mr. Alex Mejia
Senior Manager, Decentralized Cooperation Programme
Email: alex.mejia@unitar.org
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Mob: +41 (0) 79 444 47 06
Fax: +41 (0) 22 917 80 47
Office 2-77
Palais des Nations
8-14 avenue de la Paix
CH - 1211 Geneva 10, Switzerland

Focal Point in UNECE:

Ms. Virginia Cram-Martos
Director, Economic Cooperation and Trade Division

Email: virginia.cram-martos@unece.org
Tel: +41 (0) 22 917 27 45
Mob: +41 (0) 79 444 40 51
Fax: +41 (0) 22 917 00 37
Office S-452
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8-14 avenue de la Paix
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Article V – Use of Name and Emblem

1. Apart from the exclusive purpose of the execution of the clauses of the present Memorandum, neither Party shall use the name, emblem, logo, trademark or any other elements of corporate identity to which the other Party holds the intellectual property rights or any abbreviation thereof, without the express prior written consent of the other Party. Under no circumstances shall the use and reproduction of the Parties' name, emblem, logo and trademark be allowed for commercial purposes.
2. The Parties acknowledge that they are familiar with each other's mandates and objectives, and recognize that their name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the aims and objectives of the United Nations.

Article VI - Entry into Force, Renewal and Termination

The present Memorandum:

1. Shall enter into force upon signature by both Parties and will remain in force for three years.
2. May be amended by mutual written agreement of the Parties. Unless otherwise agreed, amendments may apply to any activities which have not yet been implemented.
3. May be renewed by a further Memorandum or by an exchange of letters.
4. May be terminated by either Party upon six months' written notice to the other Party. Such termination shall be without prejudice to the orderly completion of any on-going activity.
5. May be executed in separate counterparts by each of the Parties, both such counterparts together constituting but one and the same instrument. Such counterparts may be exchanged by confirmed facsimile transmission or in portable document format by electronic mail.

Article VII – Limitations

1. The present Memorandum is not intended to be a legally binding document.
2. Nothing in or related to the present Memorandum, may be understood as constituting or implying a waiver, from the privileges and immunities enjoyed by the United Nations under the terms of the 1946 Convention on the Privileges and Immunities of the United Nations.

Article VIII – Disputes

1. Any disputes between the Parties arising out of the implementation of the present Memorandum shall be settled through negotiation in good faith between the Parties. Any difference that is not settled through amicable negotiation shall be brought to the attention of the signatories of the present Memorandum or duly authorized representatives of the Parties for final resolution.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Memorandum in the English language, in duplicate on:

Date: 28 January 2016

Date: 28 January 2016

Nikhil SETH
United Nations Assistant Secretary-General
Executive Director
UNITAR

Christian FRIIS BACH
United Nations Under-Secretary-General
Executive Secretary
UNECE