

[MODEL MOU ON COOPERATION WITH A NON-COMMERCIAL ENTITY]

[The substantive service should consult the [Director General's bulletin UNIDO/DGB/\(E\).53/Rev. 1 on Secretariat Procedures with regard to International Agreements](#) before drafting the MOU.

In UNIDO's practice, MOUs are intended to be legally binding; if the intention is to conclude a non-legally binding instrument, use the [model Joint Declaration](#).

Do not use this MOU model for business sector partnerships, which are governed by the UNIDO Policy on Business Sector Partnerships ([Director General's bulletin DGB/2017/07](#)). Instead, use the [model MOU on Cooperation with a Commercial Entity](#).]

Memorandum of Understanding on Cooperation
between
United Nations Industrial Development Organization (UNIDO)
and
[Name of Party]

The United Nations Industrial Development Organization (UNIDO), whose headquarters are located at Vienna, Austria, as represented by Director General, Mr. Li Yong,

and

[Name of party], whose headquarters are located at [...], as represented by [name of executive head or other official],

WHEREAS UNIDO, as a specialized agency of the United Nations, has the central role in coordinating all activities of the United Nations system in the field of inclusive and sustainable industrial development and promotes industrial development and cooperation on global, regional, and national as well as sectoral levels within the framework of its four strategic priorities of creating shared prosperity, advancing economic competitiveness, safeguarding the environment, and strengthening knowledge and institutions;

WHEREAS the mission of [name of party] is [...];

WHEREAS UNIDO and [name of party], recognizing the value of partnership in areas where their respective functions and activities are complementary and mutually supportive, desire to collaborate within the framework of the present Memorandum of Understanding (hereinafter referred to as the "Memorandum") in order to [summarize the main objectives of the cooperation, for example, promote](#)

eco-industrial parks in support of sustainable industrial development; develop energy and resource efficient demonstration projects; provide technical support toward national implementation targets under the Kigali Amendment to the Montreal Protocol, etc.];

NOW THEREFORE, UNIDO and [name of party] (hereinafter each referred to as "Party" and, collectively, as "Parties") agree as follows:

Article I (Objectives)

1. The Parties agree that they will cooperate closely and consult one another on matters of mutual interest in order to achieve the following common objectives: [describe the main objectives of the cooperation. The substantive service should ensure that the objectives and areas of cooperation (Art. II) are in accordance with the Medium-Term Programme Framework, the Programme and Budgets and relevant directives of UNIDO's Governing Bodies.]

- (a) ...
- (b) ...
- (c) ...

2. The Parties agree to work together in good faith, through joint and concerted cooperation in accordance with the provisions of the Memorandum, in order to implement the objectives set forth above.

Article II (Areas of Cooperation)

1. Subject to the programme of work approved by the policy-making organs of UNIDO and the conclusion of project documents for specific projects, the Parties agree to cooperate in the following areas:

[describe the areas of cooperation in a clear and concise manner (yet not overly simplified); the areas of cooperation should be aligned with the main objectives of the MOU (Art. I).]

- (a) ...
- (b) ...
- (c) ...

2. The Parties agree that the Memorandum does not confer any exclusivity regarding activities covered by the Memorandum and that they may collaborate on similar activities with other parties.

3. The areas of cooperation may be modified from time to time by written agreement of the Parties.

Article III (Modalities of Cooperation)

1. The Parties will pursue, either jointly or separately as mutually agreed, the following non-exclusive modalities in order to implement the Memorandum:

[The following modalities are only indicative. The substantive service should determine the appropriate modalities in light of the objectives and areas of cooperation set out above.

- (a) Conducting studies and research, organizing conferences, workshops, policy forums and expert meetings;
- (b) Authoring, editing, and publishing journals, articles, reviews, books and other scholarly or technical publications;
- (c) Undertaking programming missions, outreach and fundraising activities;
- (d) Exchanging personnel, sponsoring a Partner-Expert or staff on secondment; [HRM should be requested to clear this provision; Partner-Experts are regulated by Administrative Instruction UNIDO/AI/2017/01]
- (e) Training government officials, project counterparts, national experts, and consultants;
- (f) Formulating pilot and demonstration projects;
- (g) Exchanging information, research, statistics and other data.]

2. The Parties will negotiate in good faith the terms of any subsequent agreement(s) that are required to implement their collaboration at the project level. Such agreement(s) will be subject to the terms of the Memorandum and the regulations, rules, instructions, directives and procedures in force in UNIDO.

3. Nothing in the Memorandum may be construed as granting a license or permission to a Party concerning the intellectual property of the other Party. Intellectual property rights arising from or relating to the Parties' cooperation will be the subject of a separate agreement between the Parties.

Article IV (Exchange of Information and Documents; Focal Points)

1. The Parties agree to undertake an exchange of relevant information and documents, subject to such restrictions and arrangements as may be considered

necessary by either Party to preserve the confidential nature of certain information and documents.

2. The following focal points are designated for coordinating all communication between the Parties and facilitating the day-to-day implementation of the Memorandum:

(a) For UNIDO:

[Name, Title of UNIDO official]

Address:

Tel.:

E-mail:

(b) For [Name of party]

[Name, Title]

Address:

Tel.:

E-mail:

Article V (Public Announcements; UNIDO Name, Emblem, Official Seal)

1. Either Party may issue press releases or make public announcements relating to the Memorandum; provided, however, that [name of party] will first provide a draft of any press release to UNIDO for review and approval before being issued.

2. [Name of party] agrees that use of the name, emblem and official seal of UNIDO for commercial purposes is strictly prohibited. Any request to use the name or emblem of UNIDO will be subject to the conditions for such use established by UNIDO, in accordance with UNIDO's policy on the protection and use of the name, emblem and official seal of UNIDO.

Article VI (Financial Matters)

1. The Memorandum does not establish a financial obligation on the part of any Party.

2. The implementation of activities and projects envisaged in the Memorandum will depend on the availability of the necessary financial resources and

will be made in accordance with the regulations, rules, instructions, directives and procedures in force for UNIDO.

Article VII (Privileges and Immunities)

Nothing in or relating to the Memorandum will be deemed as a waiver, express or implied, of any of the privileges and immunities of UNIDO.

Article VIII (Governing Law and Settlement of Disputes)

1. The present Memorandum will be construed in accordance with general principles of law, to the exclusion of any single national system of law.

2. In the event of a dispute, controversy or claim arising out of or relating to the Memorandum or to any agreement(s) concluded pursuant to the Memorandum, the Parties will use their best efforts to promptly settle such dispute through direct negotiation.

3. Any dispute that is not settled within sixty (60) days from the date a Party has notified the other of the nature of the dispute and of the measures that should be taken to rectify it, will be resolved through consultation between the executive heads of the Parties or their duly authorized representatives. [If the other party insists, the following may be added: "If the dispute cannot be settled amicably through consultation, it will be settled by arbitration. The arbitration will be conducted in accordance with the modalities to be agreed upon by the Parties, or in the absence of agreement, with the rules defined by the United Nations Commission on International Trade Law (UNCITRAL) then prevailing. The language of the arbitration will be English, and the place of arbitration will be Vienna. The arbitral tribunal will not have the power to impose general, incidental, indirect, special, punitive or consequential damages, including, without limitation, for lost profits. The Parties will accept the arbitral award as final."]

Article IX (Final Provisions)

1. The Memorandum will take effect upon its signature by the authorized representatives of the Parties.

[2. Duration, preferred options: “The Memorandum is concluded for an indefinite period as of the date of signature by the Parties”, or “The Memorandum is concluded for an initial period of [...] years as of the date of signature by the Parties, and it will be renewed automatically for similar [...] -year periods until it is terminated”.

2. Duration, if the other party insists: “The Memorandum is concluded for an initial period of [...] years as of the date of signature by the Parties, and it may be renewed, following mutual consultation, by exchange of letters for a [...] -year period or such other period as the Parties may decide” .]

3. The Memorandum may only be changed, modified, amended or supplemented by written agreement of the Parties.

4. The Parties may terminate the Memorandum by written agreement. Each Party will have the right to terminate the Memorandum, for any reason and at any time, by giving six months’ written notice to the other Party. In the event of termination, steps will be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the United Nations Industrial Development Organization and [name of party], respectively, have signed the present Memorandum of Understanding, in English and in two originals, on the date(s) and at the place(s) set forth below:

For the United Nations
Industrial Development
Organization:

For [name of party]:

Mr. LI Yong
Director General
Place:
Date:

[Name]
[Functional title]
Place:
Date: