

Memorandum of Agreement

Memorandum of agreement made on (____date____) between the United Nations Industrial Development Organization (UNIDO) represented by the Director, Department of the Human Resources Management, and (name of the sponsoring organization or institution) hereinafter called the sponsoring entity.

Whereas the sponsoring entity is willing to loan to UNIDO the services of an expert (hereinafter called the partner expert (PE), at no direct cost to UNIDO, in connection with the work to be undertaken by UNIDO in connection with (title of the UNIDO work-programme).

Whereas UNIDO is willing to accept the services of such a PE at no direct cost to UNIDO.

Now, therefore, the Parties hereby agree as follows:

1. The sponsoring entity shall loan to UNIDO, at no direct cost to UNIDO, a PE to perform the functions specified in the attached terms of reference for a period of (insert period), subject to extension with the concurrence of UNIDO and the sponsoring entity. Accordingly, the sponsoring entity undertakes to:
 - i. Cover the full salaries, benefits and entitlements for the PE including social security, life, medical and travel insurances. Such insurances shall also cover service incurred death, injury or illness.
 - ii. Cover and arrange for the travels to the duty station and the installation of the PE at the beginning of the assignment.
 - iii. Cover and arrange for the travels from the duty station and related repatriation of the PE at the end of the assignment.
 - iv. Ensure that during the assignment to UNIDO, the PE assumes responsibility for commitments such as reimbursement of any taxes or any benefits, compensation or subsidies and for complying with any requirements applying to them in connection with their residence at Headquarters in Vienna or at any other duty station.
2. The sponsoring entity shall be responsible for any claim brought by third parties for damages, injury or death as a result of any act or omission by the PE, during the performances of duties on behalf of UNIDO.
3. UNIDO shall not be responsible for any expenses in relation to the loan of the PE by the sponsoring entity, except for the provision of office and other facilities necessary for the performance of the services required.
4. The PE shall be engaged on the basis of an individual service agreement signed by the PE, a copy of which shall be made available to the sponsoring entity.
5. Should this memorandum of agreement be terminated before its scheduled expiration at the request of the PE, the sponsoring entity or UNIDO, the sponsoring entity shall be responsible for any additional costs which may result from such termination.
6. While the PE is on loan to UNIDO, he/she shall be considered as an independent contractor and he/she shall not be a staff member of UNIDO. His/her rights against UNIDO shall be determined by the provisions of the individual service agreement referred to in paragraph 4 above.

7. For the purpose of privileges and immunities, the PE shall have the legal status of an expert performing missions for UNIDO, under the terms, inter alia, of Annex XVII to the Convention on the Privileges and Immunities of the Specialized Agencies.
8. Nothing in or relating to the agreement shall be deemed a waiver, express or implied, of any privileges or immunities of the United Nations or UNIDO.
9. Any controversy or dispute arising to the agreement shall be settled by negotiation between the Parties.
10. The agreement shall become effective on the date of signature below.

FOR UNIDO	FOR (name of sponsoring entity)
By: Name: Director, ODG/HRM	By: Name: Title:

Dated this _____ day of _____ 20____
