

Memorandum of Understanding

between

United Nations Economic Commission for Europe

and

Organization for International Economic Relations

WHEREAS The United Nations Economic Commission for Europe (referred to as “UNECE” hereinafter)

WHEREAS the Organization for International Economic Relations (referred to as “OiER” hereinafter)

RECOGNIZING the desire of UNECE and OiER to establish and develop cooperation

CONSIDERING that, it is in their common interest to enhance this cooperation.

NOW THEREFORE, The United Nations Economic Commission for Europe (UNECE), and the Organization for International Economic Relations (OiER), (collectively referred to herein as the “Parties”) have agreed to sign this Memorandum of Understanding (“Memorandum”), which represents a statement of intent by the Parties to work together, and outlines the basis for collaboration and joint activities in fields of mutual interest.

Article I **Objective**

1. The objective of this Memorandum is to provide a framework within which the Parties can develop and undertake collaborative activities and projects. Specific activities and projects will be undertaken only after mutual agreement of the Parties, subject to the Parties’ respective policies and procedures.
2. The Parties intend to consider ways to:
 - (a) share agendas, knowledge and ideas, and plan joint activities in areas of common interest;
 - (b) utilize and leverage their existing resources and facilities to mutual advantage and benefit in the areas where they have agreed to cooperate;
 - (c) maximize impact through working in partnership where relevant and appropriate;

- (d) improve the integration of related activities;
- (e) pool resources and expertise where appropriate; and

Article II

Areas of Cooperation

1. General Forms of Collaboration include:
 - a. development of joint projects, initiatives and programs
 - b. implementing joint programs
 - c. development of joint studies and documents
 - d. organization of joint events and capacity building activities
 - e. joint advisory missions
 - f. provision of technical assistance on housing, urban development, sustainable energy and land administration at international, regional, national and local levels.
2. Specific areas of collaboration and specific activities will be defined jointly by the Parties, subject to the Parties' institutional mandates and anticipate their collaborative activities as follows:
 - a. the Parties shall contribute to the development and implementation of activities on smart sustainable cities, including through the joint project United Smart Cities (USC) and the global initiative United for Smart Sustainable Cities (U4SSC);
 - b. the Parties shall exchange experiences and best practices in sustainable urban development and smart cities through the organization of joint meetings, conferences, seminars and training workshops in the UNECE region and in countries where OiER is active;
 - c. the Parties will specifically work to engage with the private sector into activities related to the above mentioned projects and programs within urban development and smart sustainable cities;
 - d. the Parties will develop jointly communication materials, including support the web portal for USC and other related sources of communication related to the activities foreseen and decided upon by both Parties;
 - e. the Parties agree to a transparent exchange of information and coordination of the activities and to periodical calls and meetings which will be agreed in advance;
 - f. the Parties commit to identify new areas of cooperation in housing, urban development and land administration and develop new joint initiatives, where relevant and appropriate.
3. Within the framework of this MoU, the Parties will be guided by general principles of international law and shall cooperate in accordance with the principles of equity, transparency and neutrality, as well as in accordance with the UN Rules and Regulations.

4. The Parties will work together towards the implementation of the provisions of this MoU through their authorized representatives, as designated by both Parties.

Article III

Use of Name, Emblem or Official Seal

1. The Parties recognize the importance of protecting and respecting intellectual property rights and agree to protect them.
2. Unless expressly authorized in writing by the other Party, neither Party shall in any manner whatsoever, use the name, emblem or official seal of the other Party with its business or otherwise.
3. The Parties recognize that they are legally separate and independent of each other. Neither Party has the authority to act on behalf of the other, unless specifically agreed upon.
4. This Memorandum does not grant the right to use materials belonging to or created by either Party.

Article IV

Limits to Agreement

1. This Memorandum does not constitute an agreement by either Party to provide support for any specific project or activity.
2. Specific arrangements for individual projects or activities may be set forth in an Activity Agreement, signed by both Parties. Any sharing of information between the Parties will be subject to their respective policies on the disclosure of information.

Article V

Settlement of Disputes

1. The Parties agree to work towards the resolution of any dispute arising in connection with the application and/or interpretation of this MoU in a spirit of cooperation and good faith, through communication between each Party's authorized representative identified in Article 7 (1). If a dispute cannot be resolved at the operating level, the subject of disagreement will be recorded in writing by each party and presented to the other party for consideration. If resolution to the dispute is not reached within thirty (30) days, the authorized representatives of each Party will forward the written record of the dispute to the respective executive head for consideration and settlement.

Article VI
Implementation of Memorandum

1. In order to implement this MoU, the Parties develop and agree on a biennial action plan.
2. The Parties agree to carry out their respective responsibilities in accordance with the provisions of this MoU. The Parties agree to maintain a close working relationship in order to achieve the objectives under the present MoU.
3. The present MoU does not have any financial, administrative or legal implications on the part of either Party.

Article VII
Correspondence

1. The individuals with overall responsibility for implementation of this Memorandum are listed below. The Parties may, by written notice to the other Party, designate additional or different persons as points of contact but the Parties agree to have only one person at a time designated as the person with overall responsibility for all activities undertaken pursuant to this Memorandum.

For UNECE:

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for Europe
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For OiER:

Kari Aina Eik
Secretary General
Organization for International Economic Relations
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Fax: +43 1 533 84 84-99
Email: sg.office@oier.pro

Article VIII
Timeframe and Termination

1. This Memorandum will continue for three years from the date of the last signature with the possibility of further extension based on mutual written agreement of the Parties. Either Party may, at its sole discretion, terminate this Memorandum at any time by providing written notice to the other Party with a minimum notice period of six (6) months.

Article IX
Reporting, Monitoring and Evaluation

1. The Parties recognize the importance of monitoring and evaluating performance of collaborative activities undertaken pursuant to this Memorandum. Specific arrangements for reporting, monitoring and evaluating results and impact of such activities may be set forth in Activity Agreements relating to those activities.
2. The Parties also agree to meet on an annual basis to evaluate the overall effectiveness of all the collaborative activities undertaken pursuant to this Memorandum, including (i) the extent to which the Parties have achieved their institutional goals; and (ii) the extent to which the overall results achieved through collaborative action were greater than the sum of the results each Party would have achieved on its own.

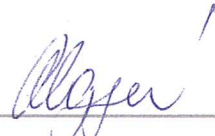
Article X
Privileges and Immunities

12. Nothing in this Memorandum shall be construed as creating a joint venture, an agency relationship or a legal partnership between the Parties.
13. Nothing in or relating to this Memorandum may be understood as constituting or implying a waiver from the privileges and immunities enjoyed by the UNECE under the terms of the 1946 Convention on the Privileges and Immunities of the United Nations.


In witness whereof, the Parties hereto execute this Memorandum:

For the United Nations Economic
Commission for Europe

For the Organization for International
Economic Relations



Olga Algayerova
Executive Secretary, UNECE



Kari Aina Eik
Secretary General

3/11/2017
Date

14/12 2014
Date

