

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS ENVIRONMENT PROGRAMME (UNEP)

AND

UNION INTERNATIONALE DES ASSOCIATIONS D'ALPINISME (UIAA)

WHEREAS the United Nations Environment Programme (hereinafter referred to as UNEP) is the leading organization within the United Nations system in the field of environment and has as a major area of focus of its global mandate, the conservation, protection, enhancement and support of nature and natural resources, including biological diversity, worldwide;

WHEREAS UNEP through its Vienna Office has the mandate to support and strengthen sustainable development in mountain regions;

WHEREAS Union Internationale des Associations d'Alpinisme (UIAA) (hereinafter referred to as "UIAA") an International Federation has the mandate to promote the growth and protection of mountaineering and climbing worldwide by preserving their spirit and traditions, advancing safe and ethical mountain practices promoting responsible access, culture and environmental protection; and supporting youth participation and the Olympic movement ;

WHEREAS the UIAA, through the work of its Mountain Protection Commission, has the mandate to support the UIAA in its response to support sustainable mountaineering practices;

WHEREAS UNEP and UIAA (hereinafter collectively referred to as "Parties") share common objectives with regard to the conservation, protection, enhancement and support of nature and natural resources, including biological diversity worldwide, and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations;

WHEREAS the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as "MOU") with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve the common objectives in the field of environment;

NOW, THEREFORE, UNEP AND UIAA HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

Article 1

Interpretation

1. References to this MOU shall be construed as including any Annexes, as varied or amended in accordance with the terms of this MOU. Any Annexes shall be subject to the provisions of this MOU, and in case of any inconsistency between an Annex and this MOU, the latter shall prevail.
2. Implementation of any subsequent activities, projects and programmes pursuant to this MOU, including those involving the transfer of funds between the Parties, shall necessitate the execution of appropriate legal instruments between the Parties. The terms of such legal instruments shall be subject to the provisions of this MOU.
3. This MOU represents the complete understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU.
4. Any Party's failure to request implementation of a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU.

Article 2

Duration

1. This MOU shall be effective upon the last date of signature of the approving officials and remain in force until 29th February 2024, unless terminated in accordance with Article 15 below.

Article 3

Purpose

1. The purpose of this MOU is to provide a framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives in regard to the sustainable mountain development .
2. The objectives of this MOU shall be achieved through:
 - Execution of a separate legal instrument between the Parties to define and implement any subsequent activities, projects and programmes pursuant to Article 1.2.
 - To affirm a joint commitment between the parties to promote environmental safeguards in mountaineering as an activity that supports sustainable mountain development, including sustainable waste management practices

Article 4

Areas of Cooperation

1. Areas of Cooperation are agreed jointly through the cooperation mechanism in the MOU. Policies and priorities under this MOU may also be jointly reviewed every year by the Parties pursuant to Article 5 to allow the Parties to respond to newly emerging issues in the realm of environment and sustainable development.

2. The Parties have agreed to the following preliminary and areas of cooperation for this MOU, which form part of UNEP's mandate and programme of work and have been approved by UNEP's Governing Council. The items listed below are also priorities or ongoing activities of UIAA, in accordance with its mandate. All could be strengthened through the cooperation of the Parties.

- Sustainable mountain development:
- sustainability and environmental aspects related to mountaineering & climbing such as related to climate change, mountain litter/ waste

3. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.

Article 5

Organization of the Cooperation

1. The Parties shall hold regular bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by the Parties, for the purpose of developing and monitoring collaborative projects. Such meetings shall take place at least once every year as well as meeting at technical level in between months by face-to-face meeting or via online meeting platforms to:

- a. discuss technical and operational issues related to furthering the objectives of this MOU; and
- b. review progress of work undertaken by UIAA pursuant to a separate legal instrument in the priority areas of cooperation mentioned in Article 4 above.

2. Within the context defined above, further bilateral meetings at face-to-face and at expert level shall be encouraged and set up on an ad hoc basis as deemed necessary by the relevant UNEP divisions and UIAA to address matters of common interest for the implementation of activities in specific areas, countries and regions.

3. In implementing activities, projects and programmes in the agreed priority areas, the Parties shall execute a separate legal instrument appropriate for the implementation of such initiatives in accordance with Article 1.2 above. In identifying the areas of cooperation under this MOU, due regard shall be given to UIAA's geographic coverage; capacity for implementation and experience in the related field.

4. Where UIAA is organizing a meeting with external participation at which policy matters related to the aims of this MOU shall be discussed, UIAA shall, as appropriate, either invite

UNEP to participate in the meeting or update UNEP on relevant policy matters discussed at the meeting.

5. Each Party undertakes to share knowledge and information in its area of operations and expertise relevant to the MOU with the other Party.

Article 6

Status of the Parties and their Personnel

1. The Parties acknowledge and agree that UIAA is an entity separate and distinct from the United Nations, including UNEP. The employees, personnel, representatives, agents, contractors or affiliates of UIAA, including the personnel engaged by UIAA for carrying out any of the project activities pursuant to this MOU, shall not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the United Nations, including UNEP, nor shall any employees, personnel, representatives, agents, contractors or affiliates of UNEP be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of UIAA.

2. Neither Party shall be entitled to act or make legally binding declarations on behalf of the other Party. Nothing in this MOU shall be deemed to constitute a partnership, joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Parties.

Article 7

Fundraising

1. To the extent permitted by the Parties' respective regulations, rules and policies, and subject to sub-article 2, the Parties may engage in fundraising from the public and private sectors to support the activities, projects and programmes to be developed or carried out pursuant to this MOU. Any such fundraising by the Parties should be coordinated to avoid duplication and to maintain a professional impression for potential funders.

2. Neither Party shall engage in fundraising with third parties in the name of or on behalf of the other, without the prior express written approval of the other Party in each case.

Article 8

Intellectual Property Rights

1. Nothing in the MOU shall be construed as granting or implying rights to, or interest in, intellectual property of the Parties, except as otherwise provided in Article 8.2.

2. In the event that the Parties foresee that intellectual property that can be protected shall be created in relation to a particular activity, project or programme to be carried out under this MOU, the Parties shall negotiate and agree on terms of its ownership and use in the relevant legal instrument concluded as per Article 1.2.

Article 9

Use of Name and Emblem

1. Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior expressly written approval of the other Party in each case. In no event shall authorization of the UN or UNEP name or emblem be granted for commercial purposes.
2. UIAA acknowledges that it is familiar with the independent, international and impartial status of the UN and UNEP, and recognizes that their names and emblems may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status of the UN and UNEP.
3. The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

Article 10

United Nations Privileges and Immunities

1. Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Article 11

Confidentiality

1. The handling of information shall be subject to each Party's corporate confidentiality policies.
2. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Party to third parties, each Party shall obtain the express, written consent of concerned Parties. However, a Party's disclosure of another Party's internal and/or confidential documents to an entity the disclosing Party controls or with which it is under common control, or to an entity with which it has a confidentiality agreement, shall not be considered a disclosure to a third party, and shall not require prior authorization.
3. For UNEP, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations shall be deemed to be a legal entity under common control.

Article 12

Responsibility

1. Each Party will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its respective personnel, in relation to this MOU.
2. UIAA shall indemnify, hold and save harmless and defend at its own expense, the United Nations and UNEP, their officials, personnel and representatives, from and against all suits, claims, demands and liability of any nature or kind which may arise in relation to this MOU due to any actions or omissions attributable to UIAA.

Article 13

Dispute Settlement

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 prevailing, 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 sub-article may be referred by either Party 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.

Article 14

Notification and Amendments

1. Each Party shall promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MOU.
2. The Parties may amend this MOU by mutual written agreement, which shall be appended to this MOU and become an integral part of it.

Article 15

Termination

1. Either Party may terminate this MOU by giving six months in advance months' prior written notice to the other Party.
2. Upon termination of this MOU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MOU shall cease to be effective, except as otherwise provided in this MOU.
3. Any termination of the MOU shall be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination under this MOU or legal instrument executed pursuant to this MOU.
4. The obligations under Articles 8-13 do not lapse upon expiry, termination of or withdrawal from this MOU.

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

**For: United Nations Environment
Programme**

Handwritten signature of Bruno Pozzi, consisting of the initials 'PP' followed by a stylized signature.

**For: Union Internationale des Associations
d'Alpinisme (UIAA)**

Handwritten signature of Carolina Adler, written in cursive.

Name: Bruno Pozzi
Title: Regional Director, Europe Office
Date:

By: Carolina Adler PhD
Title: President, UIAA Mountain Protection Commission
Date: Bern, 12 February 2020