

**Annex II**

**Memoranda of Understanding (MoU) between UNEP/MAP and parliamentarians' regional bodies, namely the Parliamentary of the Mediterranean (PAM) and the Circle of Mediterranean Parliamentarians for Sustainable Development (COMPSUD)**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE UNITED NATIONS ENVIRONMENT PROGRAMME IN ITS CAPACITY AS  
SECRETARIAT OF THE MEDITERRANEAN ACTION PLAN (UNEP/MAP)**

**AND**

**THE PARLIAMENTARY ASSEMBLY OF THE MEDITERRANEAN (PAM)**

**MEMORANDUM OF UNDERSTANDING****BETWEEN****THE UNITED NATIONS ENVIRONMENT PROGRAMME IN ITS CAPACITY AS SECRETARIAT OF THE  
MEDITERRANEAN ACTION PLAN (UNEP/MAP)****AND****THE PARLIAMENTARY ASSEMBLY OF THE MEDITERRANEAN (PAM)**

**WHEREAS** the United Nations Environment Programme (hereinafter referred to as UNEP) was endorsed by the General Assembly in 1997 as the leading global environment authority that sets the global environment agenda, promotes the coherent implementation of the environment within the UN system and that serves as an authority advocate for the global environment and which has as a major area of focus of its global mandate to ensure capacity building and technical assistance in particular with respect to institutional strengthening in developing countries, and is committed to support the implementation the Agenda 2030 and its Sustainable Development Goals (SDGs), to promote environmental sustainability as a crucial enabling factor in implementing the SDGs and ensuring the health of our planet;

**WHEREAS** the UNEP has the mandate to provide Secretariat's functions for the Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean (Barcelona Convention) and its Protocols;

**WHEREAS** the UNEP/MAP develops plans, programmes, and measures including the coordination of projects and the provision of information, advice, training and guidance to the Parties to the Barcelona Convention to assist them in meeting their obligations to take all appropriate measures in accordance with the Convention and its Protocols to prevent, abate, combat and to the fullest possible extent eliminate pollution of the Mediterranean Sea Area, and to protect and enhance the marine environment in that Area so as to contribute towards its sustainable development;

**WHEREAS** within the framework of the Mediterranean Strategy for Sustainable Development 2016-2025 (MSSD) it is foreseen to strengthen synergies, complementarities and collaboration among all active stakeholders and partners in the Mediterranean region to translate the 2030 Agenda and its Sustainable Development Goals (SDGs) at the regional, sub-regional and national levels;

**WHEREAS** the Parliamentary Assembly of the Mediterranean (hereinafter referred to as PAM), established in 2005, is an Inter-Governmental Organization with its own international legal personality and capacity, holding the status of observer to the United Nations and being the recognized platform of excellence for the inter-parliamentary dialogue and cooperation in the Euro-Mediterranean region;

**WHEREAS** PAM has the mandate to forge political, economic and social cooperation among the Member States to find common solutions to the challenges facing the Euro-Mediterranean region, and provides, through the instrument of parliamentary diplomacy, a distinct contribution to the global and regional efforts in the field of sustainable development and environmental protection, in compliance with the Agenda 2030, the Sustainable Development Goals (SDGs), and the

Barcelona Convention and its protocols, and its own Resolutions;

**WHEREAS** UNEP/MAP and PAM (hereinafter collectively referred to as “Parties”) share common objectives with regard to the protection of the marine environment and the conservation and sustainable use of biological diversity in the Mediterranean, as well as mitigation and adaption to climate change at regional level, 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 environmental protection as a contribution to sustainable, resilient and inclusive development in the Euro-Mediterranean region;

**NOW, THEREFORE, UNEP/MAP AND PAM 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 1<sup>st</sup> of January 2030, unless terminated in accordance with Article 15 below. Beyond this date, the duration of this MOU may be extended through prior written approval by all the Parties pursuant to Article 14 below. Its content shall be reviewed every four (4) years, as appropriate.

## **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 order to achieve and maintain the Good Environmental Status of the Mediterranean contributing then to its sustainable development.
2. The objectives of this MOU shall be achieved through:
  - a. Regular dialogue and meetings between UNEP/MAP and PAM;
  - b. Execution of a separate legal instrument between the Parties to define and implement any subsequent activities, projects and programmes pursuant to Article 1.2.

## **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 annually 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 indicative areas of cooperation under this MOU:

- a. Advance the implementation of the Barcelona Convention and its Protocols, promote their universal ratification and their enforcement through national legislation, enhance policymakers' awareness and accountability, and encourage the full involvement of citizens and stakeholders for the protection of the Mediterranean Sea and coast;
- b. Promote and implement common initiatives to advance the delivery of the SDGs in the Mediterranean, in particular those relevant to the mandate of the UNEP/MAP – Barcelona Convention system and to the mandate and Resolutions of PAM, and enable an effective response to the triple planetary crisis of pollution, biodiversity loss and climate change;
- c. Mobilize parliamentary diplomacy in support of regional multilateralism and solidarity for environment and sustainable development, including through capacity building and technology development and transfer;
- d. Cooperate closely and consult with each other on a regular basis, in order to identify opportunities to promote the active engagement of parliamentarians and national parliaments in addressing climate and environmental changes across the Mediterranean Basin;
- e. Promote and strengthen the science-policy interface in the Mediterranean region and foster multi-stakeholder dialogue to enable evidence-based, inclusive environmental policy measures in the context of sustainable development;
- f. Launch joint advocacy and action-oriented initiatives, involving other stakeholders as appropriate, on common priority themes such as climate change, marine litter, biodiversity conservation and marine protected areas, and sustainable blue economy, taking into account relevant global processes and the commitments under the Barcelona Convention and its Protocols, and relevant PAM Resolutions.

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 to:

- a. Discuss technical and operational issues related to furthering the objectives of this MOU; and
  - b. Review progress of work undertaken by UNEP/MAP and PAM 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 desk-to-desk and at expert level shall be encouraged and set up on an ad hoc basis as deemed necessary by UNEP/MAP and PAM to address matters of common interest for the implementation of activities in specific areas in the Mediterranean region.
  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 PAM's geographic coverage; capacity for implementation and experience in the related field.
  4. Where one of the Party is organizing a meeting with external participation at which policy matters related to the aims of this MOU shall be discussed, the Party shall, as appropriate, either invite the other to participate in the meeting or update it on relevant policy matters discussed at the meeting. 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 PAM is an entity separate and distinct from the United Nations, including UNEP, and that UNEP/MAP is an entity separate and distinct from PAM. The employees, personnel, representatives, agents, contractors or affiliates of PAM and UNEP/MAP, including the personnel engaged by them 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 other party.
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 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.
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, one Party to be agreed on by both shall own the intellectual property, and give the other Party a non-exclusive, non-assignable worldwide license to use the intellectual property or any portion thereof for its official purposes. Intellectual property ownership can alternate between the Parties for different activities, projects or programmes to be carried out under this MOU.

## **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 to use the UN or UNEP/MAP or PAM name or emblem be granted for commercial purposes.
2. PAM acknowledges that it is familiar with the independent, international and impartial status of the UN and UNEP/MAP, 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/MAP.
3. UNEP/MAP recognizes PAM as an Inter-Governmental Organization with its own international legal personality and capacity, holding the status of observer to the United Nations, and recognizes that its names and emblems may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the Statutes of PAM.
4. 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**

### **Privileges and Immunities**

1. Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the respective privileges, immunities, exemptions and facilities enjoyed or which may be enjoyed by the Parties, including their subsidiary organs and staff, according to their own regulatory framework.

## **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 another 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.
4. For PAM, an inter-governmental organization with its own international legal personality and capacity 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.

#### **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 three (3) 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**

**For the Parliamentary Assembly of the  
Mediterranean**

.....  
Name:

.....  
Name:

Title: UNEP Ecosystems Division Director

Title: PAM Secretary General

Date: .....

Date: .....

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE UNITED NATIONS ENVIRONMENT PROGRAMME IN ITS CAPACITY AS  
SECRETARIAT OF THE MEDITERRANEAN ACTION PLAN (UNEP/MAP)**

**AND**

**THE CIRCLE OF MEDITERRANEAN PARLIAMENTARIANS FOR SUSTAINABLE  
DEVELOPMENT (COMPSUD)**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

**THE UNITED NATIONS ENVIRONMENT PROGRAMME IN ITS CAPACITY AS SECRETARIAT OF THE  
MEDITERRANEAN ACTION PLAN (UNEP/MAP)**

**AND**

**THE CIRCLE OF MEDITERRANEAN PARLIAMENTARIANS FOR SUSTAINABLE DEVELOPMENT  
(COMPSUD)**

**WHEREAS** the United Nations Environment Programme (hereinafter referred to as UNEP) was endorsed by the General Assembly in 1997 as the leading global environment authority that sets the global environment agenda, promotes the coherent implementation of the environment within the UN system and that serves as an authority advocate for the global environment and which has as a major area of focus of its global mandate to ensure capacity building and technical assistance in particular with respect to institutional strengthening in developing countries, and is committed to support the implementation the Agenda 2030 and its Sustainable Development Goals (SDGs), to promote environmental sustainability as a crucial enabling factor in implementing the SDGs and ensuring the health of our planet;

**WHEREAS** the UNEP has the mandate to provide Secretariat's functions for the Convention for the Protection of the Marine Environment and the Coastal Region of the Mediterranean (Barcelona Convention) and its Protocols;

**WHEREAS** the UNEP/MAP develops plans, programmes, and measures including the coordination of projects and the provision of information, advice, training and guidance to the Parties to the Barcelona Convention to assist them in meeting their obligations to take all appropriate measures in accordance with the Convention and its Protocols to prevent, abate, combat and to the fullest possible extent eliminate pollution of the Mediterranean Sea Area, and to protect and enhance the marine environment in that Area so as to contribute towards its sustainable development;

**WHEREAS** within the framework of the Mediterranean Strategy for Sustainable Development 2016-2025 (MSSD) it is foreseen to strengthen synergies, complementarities and collaboration among all active stakeholders and partners in the Mediterranean region to translate the 2030 Agenda and its Sustainable Development Goals (SDGs) at the regional, sub-regional and national levels;

**WHEREAS** the Circle of Mediterranean Parliamentarians for Sustainable Development, (hereinafter referred to as COMPSUD) is a regional network aiming to promote suitable mechanisms to support the dialogue among Members of Parliaments (from EU and non-EU Mediterranean countries), politicians and other stakeholders on the protection of the Mediterranean environment and the necessary socio-economic conditions for the sustainable development of the region. COMPSUD is jointly facilitated by the Mediterranean Information Office for Environment, Culture and Sustainable Development (MIO-ECSDE) and the Global Water Partnership–Mediterranean (GWP–Med);

**WHEREAS** UNEP/MAP and COMPSUD (hereinafter collectively referred to as "Parties") share common objectives with regard to the protection of the marine environment and the conservation and sustainable use of biological diversity in the Mediterranean, as well as mitigation and adaption to climate change at regional level, 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 environmental protection as a contribution to sustainable, resilient and inclusive development in the Mediterranean region;

**NOW, THEREFORE, UNEP/MAP AND COMPSUD 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 31<sup>st</sup> December 2029, unless terminated in accordance with Article 15 below. Beyond this date, the duration of this MOU may be extended through prior written approval by all the Parties pursuant to Article 14 below. Its content shall be reviewed every four (4) years, as appropriate.

## **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 order to achieve and maintain the Good Environmental Status of the Mediterranean contributing then to its sustainable development.
2. The objectives of this MOU shall be achieved through:
  - a. Regular dialogue and meetings between UNEP/MAP and COMPSUD;
  - b. Execution of a separate legal instrument between the Parties to define and implement any subsequent activities, projects and programmes pursuant to Article 1.2.

## **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 annually 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 indicative areas of cooperation under this MOU:

- a. Support the implementation of the Barcelona Convention and its Protocols, promote their universal ratification and their enforcement through national legislation and measures, enhance policymakers' awareness and accountability, and encourage the full involvement of citizens and stakeholders for the protection of the Mediterranean Sea and coast;
- b. Promote and implement common initiatives to advance the delivery of the SDGs in the Mediterranean, in particular those relevant to the mandate of the UNEP/MAP – Barcelona Convention system, and enable an effective response to the triple planetary crisis of pollution, biodiversity loss and climate change;
- c. Mobilize parliamentary diplomacy in support of regional multilateralism and solidarity for environment and sustainable development, including through capacity building and technology development and transfer;
- d. Cooperate closely and consult with each other on a regular basis, in order to identify opportunities to promote the active engagement of parliamentarians and national parliaments in addressing climate and environmental changes across the Mediterranean Basin, in line with the provisions of all relevant conventions and major strategies, fulfilling the vision of a healthy Mediterranean Sea and Coast that underpin sustainable development in the region;
- e. Promote and strengthen the science-policy interface in the Mediterranean region and foster multi-stakeholder dialogue to enable evidence-based, inclusive environmental policy measures in the context of sustainable development;
- f. Launch joint advocacy and action-oriented initiatives, involving other stakeholders as appropriate, on common priority themes such as climate change, marine litter, biodiversity conservation and marine protected areas, sustainable blue economy, access to environmental information and justice, and education on sustainable development, taking into account relevant global processes, the Barcelona Convention and its Protocols, including the Mediterranean Strategy for Sustainable Development (MSSD) and its Flagship Initiatives.

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 to:

- a. discuss technical and operational issues related to furthering the objectives of this

MOU; and

b. review progress of work undertaken by COMPSUD 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 desk-to-desk and at expert level shall be encouraged and set up on an ad hoc basis as deemed necessary by UNEP/MAP and COMPSUD to address matters of common interest for the implementation of activities in specific areas in the Mediterranean region.

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 COMPSUD's geographic coverage; capacity for implementation and experience in the related field.

4. Where COMPSUD is organizing a meeting with external participation at which policy matters related to the aims of this MOU shall be discussed, COMPSUD shall, as appropriate, either invite UNEP/MAP to participate in the meeting or update UNEP/MAP on relevant policy matters discussed at the meeting. 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 COMPSUD is an entity separate and distinct from the United Nations, including UNEP. The employees, personnel, representatives, agents, contractors or affiliates of COMPSUD, including the personnel engaged by COMPSUD 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/MAP, nor shall any employees, personnel, representatives, agents, contractors or affiliates of UNEP/MAP be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of COMPSUD.

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 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.

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, one Party to be agreed on by both shall own the intellectual property, and give the other Party a non-exclusive, non-assignable worldwide license to use the intellectual property or any portion thereof for its official purposes. Intellectual property ownership can alternate between the Parties for different activities, projects or programmes to be carried out under this MOU.

#### **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/MAP name or emblem be granted for commercial purposes.
2. COMPSUD acknowledges that it is familiar with the independent, international and impartial status of the UN and UNEP/MAP, 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/MAP.
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 another 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. COMPSUD 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 COMPSUD.

## **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 three (3) 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**

**For COMPSUD**

.....

Name:

Title: UNEP Ecosystems Division Director

Date: .....

.....

Name:

Title:

Date: .....