



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS
AND
[.....]
RELATING TO COOPERATION IN THE
UNITED NATIONS ON-LINE NETWORK OF REGIONAL INSTITUTIONS
FOR CAPACITY BUILDING IN PUBLIC ADMINISTRATION AND FINANCE**

WHEREAS, the General Assembly of the United Nations, in its resolution 50/225 of 1 May 1996, has encouraged exchanges of experiences in public administration and development in order to promote better understanding and enhance international cooperation in this field, including through South-South and interregional cooperation;

WHEREAS, the United Nations, represented by the Department of Economic and Social Affairs (hereinafter “DESA”), would like to assist governments of developing countries and countries with economies in transition on key issues and emerging trends in public administration for development, in order to facilitate, through the exchange of knowledge and experience, their efforts to improve the efficiency of public institutions and administrative procedures; and

WHEREAS, [.....] has demonstrated its commitment to public administration and finance in the context of social and economic development and indicated its willingness and competence to cooperate with DESA in accordance with this Memorandum;

NOW, THEREFORE, the Parties hereto agree as follows:

**Article 1
Purpose and Objectives**

- 1.1 DESA and [.....] will cooperate in the implementation of the United Nations On-Line Network of Regional Institutions for Capacity Building in Public Administration and Finance (“UNPAN” or the “Project”).
- 1.2 The purpose of the Project is to create an electronic virtual network to exchange expertise and share experiences and lessons learned in the area of public economics, administration and finance, with a view to facilitate capacity-building through utilization of modern technology in the countries of [insert region], as further set out in the Conceptual Overview of the Project which is attached hereto as Annex 1.
- 1.3 Specific subject areas to be addressed in UNPAN include policies and strategies in public sector development, public sector reform, professionalism and ethics in the public sector, legal and regulatory framework, administrative modernization and management

innovation, public service financial management and tax reform, public and private partnerships and privatization, and utilization and management of information technology in the public sector.

Article 2 Responsibilities of DESA

- 2.1 DESA is responsible for the overall coordination of UNPAN and for providing the necessary guidance to [.....] in the implementation of the Project. Accordingly, DESA shall consult regularly with [.....] on all aspects of the Project. The focal point for consultations with DESA on the Project is [insert title of official].
- 2.2 DESA shall provide substantive and technical support to [.....], including arranging for training of [...]’ personnel and provision of equipment and materials, as necessary to ensure the success of the Project. DESA shall also develop functional and electronic linkages between [.....] and other partners participating in the Project.
- 2.3 DESA is responsible for making final determinations on the inclusion of information submitted by [.....]in UNPAN as well as on other aspects of the UNPAN, including the programme of activities to be launched on the network.
- 2.4 DESA is responsible for monitoring, assessing and analyzing the success of UNPAN.

Article 3 Responsibilities of the [.....]

- 3.1 [.....] shall be responsible for information and knowledge management within the [insert region]. To this end, [...] shall identify and maintain contacts with the relevant public administration institutions in the region.
- 3.2 [.....] shall collect and analyze information related to the subject areas referred to above which are relevant to the [insert region], for submission to DESA. [...] shall ensure the accuracy of all information collected in connection with the Project. In cases where such information is copyrighted, [...] shall obtain the permission of the copyright holder before submission of the information to DESA. Upon approval by DESA, such information will be included in the UNPAN.
- 3.3 [...] shall identify training needs, develop techniques for the application of information technology to distance learning, on-line publications, and information exchange. [...] shall assist DESA in the design, installation and operationalization of programmes and systems for UNPAN as well as in the monitoring of the online facilities.
- 3.4 In consultation with, or at the request of DESA, [.....] shall organize regional on-line training programmes, workshops and other activities in the areas of public administration which are relevant to the region. Normally, such activities within the context of UNPAN shall be made available at no cost to participants at conditions to be mutually agreed upon and shall be consistent with the purpose and objectives of the Project and approved by DESA.

- 3.5 [.....] shall designate a separate unit or individual within its organization to be responsible for coordination with DESA and implementation of its responsibilities under this Memorandum.
- 3.6 In the event that DESA provides equipment to [...] in accordance with Article 2 of this Memorandum, such equipment shall be used solely in connection with the Project and shall remain the property of the United Nations, if and until such time that DESA determines to transfer such equipment to [.....]. [...] shall be responsible for maintaining such equipment and shall insure such equipment against all risks during the term of this Memorandum.
- 3.7 [.....] shall regularly consult with DESA on all aspects of the implementation of the Project. The focal point for consultations with [...] on the Project is [insert title].

Article 4 Copyright

- 4.1 DESA shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Memorandum, except with respect to pre-existing copyrighted material. At DESA's request, [...] shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to DESA in compliance with the requirements of applicable law. This provision shall survive the expiration of this Memorandum.
- 4.2 With respect to pre-existing copyrighted material, [...] shall be responsible for securing permission of the copyright holder in each case, before submission of such material to DESA for inclusion in UNPAN.

Article 5 Legal Relationship between the Parties

- 5.1 In the implementation of the Project, [.....] shall have the status of an independent contractor vis-a- vis DESA, and its personnel shall not be considered as staff members or agents of DESA. Without restricting the generality of the preceding sentence, DESA shall not be liable for the acts or omissions of [.....] or of persons performing services on its behalf.
- 5.2 [.....] shall indemnify, hold and save harmless, and defend, at its own expense, the United Nations, including DESA, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of [.....], or its employees, officers, agents or sub-contractors, in the performance of the responsibilities under this Memorandum. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or their intellectual property by [...], its employees, officers, agents, servants or subcontractors. The obligations of this Article do not lapse upon termination of this Memorandum.

**Article 6
Taxation**

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, [...] shall immediately consult with the United Nations to determine a mutually acceptable procedure.

**Article 7
Settlement of Disputes**

- 7.1 The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Memorandum or the breach, termination or invalidity thereof. 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 obtaining, or according to such other procedure as may be agreed between the Parties.
- 7.2 Any dispute, controversy or claim between the Parties arising out of this Memorandum or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. 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 8
Privileges and Immunities**

Nothing in or relating to this Memorandum shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations.

**Article 9
Final Clauses**

- 9.1 This Memorandum shall enter into force upon signature of both Parties. It shall remain in force for a period of __ years, unless terminated earlier by either Party upon six months' written notice.
- 9.2 This Memorandum may be amended by mutual agreement of the Parties in writing.

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

For the UN:

For [.....]:

Guido Bertucci

Name

Director
Division for Public Economics and
Public Administration
Department of Economic and
Social Affairs

Title

Date

Date