

Memorandum of Understanding

between the United Nations Industrial Development Organization and
the Government of the Republic of Hungary
on the convening of the Regional Technology Foresight Meeting
for Central and Eastern Europe and the NIS, in Vienna, Austria

WHEREAS, the United Nations Industrial Development Organization (hereinafter “UNIDO”) and the Government of the Republic of Hungary (hereinafter “the Government”) agree to convene the Regional Technology Foresight Meeting for Central and Eastern Europe and the NIS (hereinafter “Meeting”) on 3 and 4 April 2001, in the premises of the Permanent Mission of the Republic of Hungary, located at, Vienna, Austria.

By the present memorandum UNIDO and the Government agree on the arrangements set out below.

1. The Permanent Mission of the Republic of Hungary will provide the following:

- (a) Conference hall with sitting capacity for 130 participants;
- (b) Hosting of a welcome drink, two luncheons, one reception and three coffee breaks for 130 participants;
- (c) Public address system;
- (d) Podium with microphones for 6 panelists;
- (e) Rostrum with microphone;
- (f) 2 cordless microphones;
- (g) Audio-recording facility and tapes for 12 hours recording time;
- (h) 2 Personal computers with e-mail connection;
- (i) Overhead projector; [SPECIFY NUMBER]
- (j) Video-beamer; [SPECIFY NUMBER]
- (k) Screen; [SPECIFY NUMBER]
- (l) Photocopying machine and paper;
- (m) Fax machine and paper;
- (n) Telephone;
- (o) 1 Technician;
- (p) 2 Conference Officers;
- (q) Registration Officer;
- (r) Documents Officer; [SPECIFY HOW MANY]
- (s) Stationary and nametags for the participants;
- (t) Storage and display space for documents.

2. UNIDO will provide an amount of USD 150,000 for the preparation and organization of the Meeting, which includes mainly the costs for inviting one expert each from the countries of the region and contracting consultants as keynote speakers. Additional items cover costs for a project secretary, two rapporteurs, printing, copying and a CD ROM.

3. The following terms shall apply to the meeting:

- (a) (i) The Convention on the Privileges and Immunities of the United Nations shall be applicable in respect of the Meeting. The participants invited by the United Nations Industrial Development Organization shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by Article VI of the Convention. Officials of the United Nations Industrial Development Organization participating in or performing functions in connexion with the

Meeting shall enjoy the privileges and immunities provided under Articles V and VII of the Convention. Officials of the specialized agencies participating in the Meeting shall be accorded the privileges and immunities provided under Articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies.

(ii) Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all participants and persons performing functions in connexion with the Meeting shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connexion with the Meeting.

(iii) Personnel provided by the Government pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connexion with the Meeting.

(b) It is further understood that the Government will be responsible for dealing with any action, claim or other demand against the United Nations Industrial Development Organization arising out of (i) injury or damage to person or property in conference or premises provided for the Meeting; (ii) the transportation provided by your Government; and (iii) the employment for the Meeting of personnel provided or arranged by the Government; and the Government shall hold the United Nations Industrial Development Organization and its personnel harmless in respect of any such action, claim or demand.

(c) Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provisions of the Convention on the Privileges and Immunities of the United Nations or of any other applicable agreement, shall, unless the parties otherwise agree, be submitted to a tribunal of three arbitrators, one of whom shall be appointed by the Director-General of the United Nations Industrial Development Organization, one by the Government, and the third, who shall be the chairman, by the other two arbitrators. If either party does not appoint an arbitrator within three months of the other party having notified the name of its arbitrator or if the first two arbitrators do not within three months of the appointment or nomination of the second one of them appoint the chairman, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default on one of the parties, be binding on both of them.

4. This memorandum shall enter into force upon signature.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have signed the present Agreement in two copies in English, at Vienna, on this day of 2001.

For the United Nations Industrial
Development Organization:

For the Government of the Republic of Hungary

(Name and functional title)

(Name and functional title)