

MEMORANDUM OF UNDERSTANDING

between

**United Nations Industrial Development
Organization (UNIDO),
Vienna, Austria**

and

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MEMORANDUM OF UNDERSTANDING

between

United Nations Industrial Development Organisation, having its headquarters in Vienna, Austria ("UNIDO")

and

.....

together known as the "Parties" (and "Party" shall be construed accordingly)

Preamble

- i. In view of UNIDO's central role in co-ordinating all the activities of the United Nations system in the field of industrial development in developing countries and in countries with economies in transition;
- ii. Keeping in mind that UNIDO has established a research programme (the "UNIDO Programme") in order to fulfil certain aims as part of its role as described in i. above;
- iii. Bearing in mind the role of the University,

UNIDO and the University, in accordance with the constitutions and general statutes of their organisations, agree in accordance with this Memorandum to enter into a programme of co-operative research on the matters of mutual interest here described.

Article 1: The Research Programme

- 1.1 In return for the funding which UNIDO agrees to provide to the University in the amounts as set out in the budget in Annex 1 to this Memorandum (the "Budget"), the University will carry out a programme of research as described in detail in Annex 2 of this Memorandum (the " Programme Components") for an initial term of from the date of this Memorandum.
- 1.2 UNIDO's financial rules and regulations will apply to the provision of the funding described in the Budget
- 1.3 The University will invoice UNIDO for the amounts due in accordance with the Budget.

Article 2: Financial Provisions

- 2.1 In addition to the funding to be provided in accordance with the Budget, if the Parties consider appropriate they will (either together or separately as the Parties may agree) seek additional funding and/or in-kind contributions from industry and funding organisations. If any such application is made by one of the Parties the other Party will, if so requested, use its reasonable efforts to further the application of the Party making the application, but without obligation on any Party to provide additional financial support for this purpose.

2.2 Each Party shall be responsible for its own administrative expenses.

Article 3: Aims of Cooperation

3.1 The Research Programme forms part of the UNIDO Programme. The aims of the UNIDO Programme are:

3.1.1 to forge strategic partnerships with universities, research institutions, foundations, funding agencies, national government, other private sector and civil society organisations in order to strengthen international co-operation;

3.1.2 to suggest new approaches to sustainable industrial development.

3.2 The aims of the Research Programme are:

3.2.1

3.3 The University agrees to perform the Research Programme, including the designation of research fellowships, visiting fellows, research networks, training programmes and policy briefings for senior management as described in the Research Programme. In so doing, the University agrees to cooperate with UNIDO in order to realise the aims of the co-operation as described in article 3.1.

Article 4: Field of Cooperation

4.1 In accordance with the Research Programme, subject to approval by UNIDO and the University of the work to be carried out under the Research Programme, the University will co-operate with UNIDO in the pursuit of new knowledge and know-how in the field of industrial development, with particular reference to

4.2 The Parties mutually recognize their respective expertise regarding Building on this joint expertise the University will use its reasonable efforts to do the following:

4.2.1

4.3 The University will use its reasonable efforts to disseminate the results of the research carried out by it in accordance with the Research Programme, both through normal academic channels and through UNIDO-organised conferences, workshops and fora.

Article 5: Implementation of Memorandum

5.1 The Director-General of UNIDO and the University will make the necessary arrangements to ensure satisfactory implementation of the Agreement.

5.2 Specifically, for the purposes of the Research Programme, the Parties shall have the following responsibilities:

- 5.2.1 Each Party shall endeavour to provide facilities and support as follows provided that either Party may require any individual to agree to conditions relating to use of such facilities and no Party shall be obliged to permit access to or use of facilities to any individual who fails to agree to or abide by any such conditions:
- (i) reasonable access to staff, office space, premises (to the extent necessary), libraries;
 - (ii) reasonable access to computer facilities and databases, provided that neither Party shall have any obligation to grant access to a database or other information where such access may render a Party liable for infringement of any regulation or statute governing access to and use of such database or information;
 - (iii) support in identifying suitable accommodation for persons connected with the Research Programme or participating in a training or other session organised by one of the Parties pursuant to it, provided that neither Party shall be liable to the other or to any individual for the cost of such accommodation and individuals are responsible for making their own selection of accommodation;
- 5.2.2 In connection with the appointment of a UNIDO Research Fellow or Fellows (as described in the Research Programme in Appendix), agreement on a description of the requirements to be met by such person or persons and the focus for their research. The University shall obtain UNIDO's written consent prior to appointing any UNIDO Research Fellow, such consent not to be unreasonably withheld or delayed.
- 5.2.3 For the purposes of the Research Programme and within the confines of the Budget, the University shall have the following responsibilities:
- (i) to arrange the timely payment of the salary of any UNIDO Fellow;
 - (ii) to arrange payment of travel costs agreed to be paid to the UNIDO Fellows in connection with the Research Programme;
 - (iii) to arrange life and health insurance for the UNIDO fellows in connection with travel for the purposes of the Research Programme. UNIDO shall bear no responsibility for costs or other losses arising from accidents and/or illness occurring during the period of the UNIDO Fellow's contract of employment;
 - (iv) to provide funds for travel and actual living expenses of the UNIDO Fellows to and from UNIDO headquarters and UNIDO project sites.
- 5.2.4 For the purposes of the Research Programme, UNIDO shall have the following responsibilities:
- (i) to provide the UNIDO Fellows with appropriate access to documents and research information which the UNIDO Fellows require for the purposes of the Research Programme;

- (ii) through its good offices and in cooperation with, to provide visa support for the UNIDO Fellows for their stay at UNIDO at UNIDO project sites;

Article 6: Communication and Notification

- 6.1 For the purpose of facilitating the day-to-day implementation of this Memorandum, UNIDO and the University agree that direct contacts will be necessary.
- 6.2 UNIDO shall assign an overall programme coordinator at its headquarters in Vienna, Austria, who shall be responsible for coordinating the Memorandum and matters arising from it. UNIDO shall notify of the identity of this coordinator from time to time.
- 6.3 The University shall assign a contact within who shall be responsible for coordinating the Memorandum and matters arising from it. The University shall notify UNIDO of the identity of this coordinator from time to time.
- 6.4 A work plan, agreed by both UNIDO and, will be drawn up at the start of each year outlining proposed activities of the next twelve months. This programme of activities will be subject to review as part of the foreseen joint evaluation of this Memorandum (cf. art. 7.2) unless otherwise decided.

Article 7: Duration and Amendment

- 7.1 The renewal of this Memorandum shall remain in force for two years from its date of signature with the possibility of renewal for subsequent further two-year periods.
- 7.2 This Memorandum shall be subject to a joint evaluation on each anniversary of the date of the Memorandum, or at another time agreed by the Parties. After this evaluation either Party may terminate the Memorandum upon giving six months' written notice to the other.
- 7.3 This Memorandum may be amended by written agreement of the Parties.
- 7.4 If either Party terminates this Agreement, UNIDO and the University shall use their reasonable efforts to procure that such termination does not prevent completion of any project or activity which is already underway but neither Party will be obliged to make additional financial contributions to secure this aim.

Article 8: Arbitration

Any dispute arising out of the interpretation or application of the terms of this Agreement or any breach thereof shall, unless it is settled by direct negotiation, be settled in accordance with the arbitration rules established by the United Nations Commission on International Trade Law (UNCITRAL) as at present in force. There shall be one single arbitrator whose arbitration award shall be binding on the parties as the final adjudication of any such dispute.

Article 9: Liability

The University shall indemnify, hold and save harmless and defend at its own expense, UNIDO, its officers, agents, and employees from and against all suits, demands and liability of any nature or kind including cost and expenses arising directly and solely from the negligent acts or omissions and other illegal acts of, its employees, agents, or sub-contractors in the performance of this Memorandum of Understanding.

Article 10: Contractual Language

The language of this Memorandum is English.

SIGNED FOR AND ON BEHALF OF THE
UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION
BY:

THE DIRECTOR-GENERAL

DATED:

SIGNED FOR AND ON BEHALF OF
BY:

DATED: