

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**The United Nations Interregional Crime and Justice Research Institute**  
**and**  
**The World Organisation for Animal Health**

This Memorandum of Understanding (“*MOU*” or “*Memorandum*”) is hereby entered into by the United Nations, an international intergovernmental organization, established by its Member States pursuant to the Charter of the United Nations signed in San Francisco on 26 June 1945 and having its Headquarters in New York, New York 10017, U.S.A. (the “*United Nations*” or the “*UN*”), represented by the United Nations Interregional Crime and Justice Research Institute (“*UNICRI*”), and the World Organisation for Animal Health (“*OIE*”), an international organization established by its Member States pursuant to the “Arrangement international pour la création à Paris d’un Office international des epizooties” signed in Paris on 25 January 1924, located at 12 rue de Prony, 75017 Paris, France (hereinafter jointly referred to as the “*Parties*” and individually as a “*Party*”).

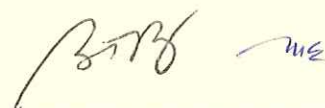
**WHEREAS**, the United Nations, through UNICRI, has the mandate to assist intergovernmental, governmental and non-governmental organizations in formulating and implementing improved policies in the field of crime prevention and criminal justice;

**WHEREAS**, the OIE is the intergovernmental organisation responsible for improving animal health worldwide;

**WHEREAS**, UNICRI and OIE share common objectives with regard to training and education on crime prevention and criminal justice and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations; *and*

**WHEREAS**, the Parties enter into this MOU with the aim of developing and detailing their cooperation and effectiveness to achieve the common objectives in the field of crime prevention and promotion of an effective system of international justice and, in particular, for the design and implementation of training programmes in the field of crime prevention and criminal justice;

**NOW THEREFORE**, the Parties have agreed to cooperate under this MOU as follows:



**Article I**  
**Interpretation**

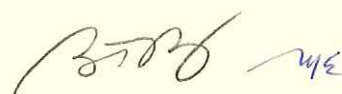
1. Any Annexes to this MOU will be considered an integral part of this MOU. References to this MOU will be construed as including any Annexes, as amended in accordance with the terms of this MOU.
2. The Parties recognize that their cooperation under this MOU is not intended to interfere with each Party's right to carry out its own mandated activities.
3. This MOU does not of itself create any commitment of resources, financial or otherwise, on the part of the Parties.
4. Implementation of any subsequent projects and programmes pursuant to this MOU, including those involving the transfer of funds between the Parties, if any, will necessitate the execution of separate written agreements between the Parties, [subject to formal approval as may be necessary]. Such agreements shall also include a provision incorporating by reference this MOU.
5. 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.

**Article II**  
**Objective and Scope**

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 design and implementation of training programmes in the field of crime prevention and criminal justice.
2. The objectives of this MOU will be achieved through:
  - a. Regular dialogue meetings between the Parties;
  - b. Execution of a separate legal instrument between the Parties to define and implement any subsequent projects, programmes, and activities pursuant to Article 1, Paragraph 4 hereof.

**Article III**  
**Effective Date and Term**

1. This MOU will be effective upon the last date of signature of the authorized representatives of each Party ("*Effective Date*") and shall remain in force for four years as of the Effective Date ("*Term*"), unless terminated earlier or extended in accordance with this MOU.





#### **Article IV Cooperation**

1. The Parties will hold regular 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 ongoing and forthcoming training programmes. Such meetings will, *inter alia*:
  - a. Discuss technical and operational issues related to furthering the objectives of this MOU; and
  - b. Review progress of work undertaken by the Parties to further the objectives of this MOU or pursuant to any separate legal instrument that has been concluded pursuant to Article 1, Paragraph 4 of this MOU in the priority areas of cooperation set out in Article IV hereof.
2. Within the context defined above, further meetings will be encouraged and convened on an *ad hoc* basis as deemed necessary by the Parties to address priority matters of common interest for the implementation of training programmes or otherwise to further the objectives of this MOU.
3. In implementing training programmes in an agreed priority area, the Parties will execute a separate legal instrument appropriate for the implementation of such initiatives in accordance with Article I, Paragraph 4.

#### **Article V Personnel**

Nothing contained in or relating to this MOU shall be construed as creating a partnership, joint venture, employment or agency relationship between the Parties. Each Party shall be solely and completely responsible and accountable for all services performed by its personnel, agents, employees, or contractors (hereinafter referred to as "Personnel"). Each Party shall ensure that all applicable relevant labour laws are observed and shall provide and thereafter maintain all appropriate medical, workmen's compensation and/or life insurance for its Personnel in connection with this MOU, subject to and in accordance with its regulations, rules and policies.

#### **Article VI Confidentiality**

1. Information and data that are considered proprietary by either Party or that are delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of the performance of this MOU, and that is designated as confidential ("Confidential Information"), shall be held in confidence by the Recipient.
2. The Recipient shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Confidential Information as it uses with its own similar Confidential Information that it does not wish to disclose, publish or disseminate.
3. The Recipient shall use the Discloser's Confidential Information solely for the purpose for which it was disclosed.

Handwritten signature and initials in blue ink, appearing to be 'BTO' followed by 'ME'.

**Article VII**  
**Intellectual Property Rights**

1. Nothing in this MOU will be construed as granting or implying rights to, or interest in, intellectual property of the Parties. Except to the extent addressed by a subsequent legal instrument concluded by the Parties in accordance with Article I, paragraph 4 above, each Party shall retain all rights, title, and interest in and to any materials (including, without limitation, memoranda, research, and outlines) developed by or on behalf of such Party, or otherwise acquired by such Party, either prior to the Effective Date or in furtherance of the objectives of this MOU during its Term, and any modifications thereto.
2. In the event that the Parties foresee that intellectual property that can be protected will be created in relation to any project, programme, or activity to be carried out under this MOU, the Parties will agree on terms of its ownership and use in the relevant legal instrument concluded as per Article I, Paragraph 4 above.

**Article VIII**  
**Use of the Name, Emblem and Logos of the Parties**

1. Neither Party will 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 otherwise without the prior express written approval of the other Party in each case. In no event will authorization to use the Parties', names or emblems be granted for commercial purposes. Except as otherwise provided in this MOU, each Party retains all rights, title, and interest to its name, emblem or trademarks.
2. OIE acknowledges that it is familiar with the independent, international and impartial status of the United Nations, including UNICRI, and recognizes that the United Nations', including UNICRI's, name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status of the United Nations, including UNICRI.
3. The Parties agree to recognize and acknowledge their collaboration under this MOU, as appropriate. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgement.

**Article IX**  
**Responsibility for Claims**

1. Each Party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under this Memorandum of Understanding. Thus, neither Party shall be responsible for any loss, accident, damage or injury suffered or caused by the other Party, or that other Party's employees, consultants or sub-contractors, in connection with, or as a result of, the collaborative activities under this Memorandum of, unless such loss, accident, damage or injury suffered by one Party results from gross negligence or wilful misconduct of the other Party.
2. The United Nations will be responsible for its own acts or omissions.





**Article X**  
**Suspension, Term and Termination**

1. The Parties shall consult with each other if any circumstances arise that, in their judgment, may interfere or threaten to interfere with their cooperation under the present MOU or the accomplishment of its purposes. The Parties shall promptly inform each other of any such circumstances that might come to their attention. The Parties shall cooperate towards the rectification or elimination of such circumstances and shall exert all reasonable efforts to that end, including prompt corrective steps by the Parties, where such circumstances are attributable to them or within their responsibility or control.
2. Each Party may terminate this MOU with a three (3) month written notice.
3. Any termination of the MOU will 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 under any legal instrument executed pursuant to Article I, Paragraph 4 of this MOU.

**Article XI**  
**Force Majeure**

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Party affected by the force majeure shall give the other Party notice and full particulars in writing of such occurrence if the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under the present MOU. *Force Majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of either Party. The Parties shall consult each other on the appropriate action to be taken in case of force majeure.

**Article XII**  
**Settlement of Disputes**

1. The Parties shall use their best efforts to settle amicably through direct negotiations, any dispute, controversy or claim arising out of or relating to the present MOU, including breach, termination or invalidity of the MOU.
2. Any dispute, controversy or claim between the Parties arising out of the MOU or the breach, termination or invalidity thereof, unless settled amicably under Paragraph 1 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 decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the MOU, order the termination of the MOU, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the MOU, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules.

The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the MOU, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The arbitral proceedings shall take place in New York, NY, USA provided that, in light of the privileges and immunities of the United Nations, such reference to the place of arbitration shall connote only the physical place of the arbitral proceedings and not the jurisdictional seat of the arbitration. The arbitration proceedings shall be conducted in the English language. 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 XIII**  
**Privileges and Immunities of the United Nations**

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

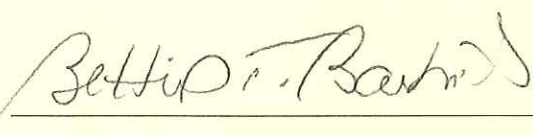
**Article XIV**  
**Notification and Amendments**

This MOU may be modified, amended or extended only by written agreement between the Parties. The Parties shall notify each other in writing on any such proposed modification, amendment and extension with a view to obtaining agreement.


**IN WITNESS WHEREOF**, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed the present MOU at the place and on the day below written.

For: UNICRI

For: OIE

By: 

Bettina Tucci Bartsiotas  
Director a.i.  
UNICRI  
6 January 2020

By: 

Monique Eloit  
Director General  
OIE  
6 January 2020