

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS OFFICE FOR SOUTH-SOUTH
COOPERATION
AND
ECONOMIC COOPERATION ORGANIZATION**

This Memorandum of Understanding (“MOU”) is entered into by the United Nations Office for South-South Cooperation (“UNOSSC an office established by the General Assembly of the United Nations within the United Nations Development Programme (“UNDP”), a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States with its headquarters in New York, NY (USA), and the Economic Cooperation Organization (ECO), an intergovernmental regional organization established based on the 1977 Treaty of Izmir (superseded by the 1996 Treaty of Izmir) with its headquarters in Tehran, Iran. UNOSSC and ECO are hereinafter referred to individually as a “Party” and jointly as the “Parties”;

WHEREAS, UNOSSC is mandated by the General Assembly to promote, support, and mainstream South-South cooperation across the UN system and throughout the international development community by leveraging its global reach as well as its policy and institutional capacities to assist UN agencies and developing countries in strengthening their South-South cooperation capacities;

WHEREAS, UNOSSC, serves to promote, coordinate and support South-South and triangular cooperation globally and within the United Nations System. it works to support countries’ efforts to manage, design and implement South-South cooperation policies and initiatives through the identification, sharing and transfer of successful Southern-generated development solutions. UNOSSC is interested in enhancing its development activities as per its current Strategic Framework (2014-2017) in order to enable the United Nations System to promote South-South Cooperation in accordance with the principles laid out in the Nairobi Outcome Document of the High-Level United Nations Conference on South-South Cooperation (A/RES/64/222).

WHEREAS, ECO is an intergovernmental regional organization resolved to ensure the economic and social progress of the ECO Member States;

WHEREAS, ECO is an organization dedicated to promote conditions for sustainable economic development of its member states through mobilization of economic and social potentials of the region;

WHEREAS, the Parties share similar missions and wish to cooperate in areas of mutual concern related to enhancement of South-South cooperation;

NOW, THEREFORE, the Parties wish to express their intention to cooperate as follows:

**Article I
Purpose and Scope**

The purpose of this MOU is to provide a framework of cooperation and facilitate and strengthen

collaboration between the Parties, on a non-exclusive basis, in areas of common interest

The parties wish to promote South-South Cooperation as a critical and beneficial modality for cooperation among developing countries, and agree to strive for optimum utilization of this modality in their respective and joint programmes of cooperation in the social, economic and any other mutually agreed upon spheres.

Article II Areas of Cooperation

The Parties agree to cooperate in the following areas of activity:

2.1 The UNOSSC and ECO will explore possible activities, programmes and projects in which to collaborate that they may carry out under this Memorandum of Understanding. Any activities agreed between the parties shall be subject to a separate agreement.

2.2 The designated representatives of the UNOSSC and ECO will jointly review the activities, programmes and projects every year to measure their progress under the Strategic Framework, to assess their contribution to South-South Cooperation and, if deemed necessary, to decide on remedial measures.

2.3 Subject to their respective constitutional instruments, procedural requirements, confidentiality obligations and relevant regulations and rules, UNOSSC and ECO may jointly devise and implement such activities, programmes and projects which shall be subject to separate agreement(s) to be entered into between the Parties, within the following modalities of cooperation:

(a) Orientation and training programmes to strengthen understanding and skills in South-South Cooperation concepts and methodologies;

(b) Joint studies, research activities, and elaboration of training and educational materials and other such activities as may be deemed useful for raising awareness and building capacity related to South-South Cooperation;

(c) Coordinated or joint activities in support of the development efforts of their respective Member States in the social, economic, cultural, humanitarian, environmental, scientific, gender and youth development, and other fields, utilizing South-South Cooperation concepts and modalities. Whenever possible, these activities will be appropriately coordinated with each Organization's core programmes of technical cooperation at the country, regional, inter-regional and global levels in order to promote comparative advantages and to avoid duplication.

(d) Contributing to further improving information exchange among the ECO Member States and in the region leading to a greater awareness of common problems and wider access to available knowledge and experience as well as identifying new solutions in tackling development problems;

(e) Facilitating the exchange of experiences among the ECO Member States and within the region; the pooling, sharing and use of their technical and other resources; and the development of

their complementary capacities to the benefit of enhancement of regional and international cooperation;

(f) Support to dissemination and sharing of successful experiences of the ECO Member States in South-South and Triangular Cooperation and forging new partnerships to scale up South-South and Triangular Cooperation.

Article III Consultation and Exchange of Information

3.1 The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

3.2 Consultation and exchange of information and documents under this MOU shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.

3.3 The Parties shall, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.

3.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

Article IV Implementation of the MOU

4.1 All of UNOSSC activities envisaged hereunder are subject to the availability of funding. To this end in order to implement the specific activities envisioned hereunder, the Parties shall conclude cost-sharing agreements within the limits of the resources available to them and in accordance with the Parties' respective regulations, rules and procedures, which shall specify the costs or expenses relating to the activity and how they are to be borne by the Parties. Any funds so received by UNOSSC shall be used in accordance with UNDP regulations, rules, policies and procedures. The cost-sharing agreements shall also include a provision incorporating by reference the MOU, which is applicable to the cost-sharing agreements and the projects/programmes financed there from.

4.2 It is understood that all activities will be carried out on the basis of project documents agreed between UNOSSC and ECO.

4.3 The costs of public relations activities relating to the partnership, that are not otherwise addressed by a specific cost-sharing agreement concluded hereunder, will be the responsibility of the Party incurring the costs.

4.4 Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU and under cost-sharing agreements concluded hereunder.

4.5 Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

Article V Use of Name and Emblem

5.1 Neither Party shall use the name, emblem or trademarks of the other Party, or any its subsidiaries, and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case. In no event will authorization to use the name or emblem of the parties, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by one Party or the other.

5.2 The Parties acknowledge that they are familiar with one another's ideals and objectives and recognize that their names and emblems may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with their status.

5.3 Nothing in this MOU grants either Party the right to create a hyperlink to the other Party's websites. Such link may be created only with written authorization.

5.4 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 VI Term, Termination, Renewal, Amendment

6.1 The proposed cooperation under this MOU is non-exclusive and shall have an initial term of two years from the Effective Date, as defined in Article XI, unless terminated earlier by either Party upon two months' notice in writing to the other Party. The Parties may agree to extend this MOU in writing for subsequent periods of five years.

6.2 In the event of termination of the MoU, any agreement referred to under article 2.1 remains valid unless otherwise agreed between the parties.

6.3 This MOU may be amended only by mutual written agreement of the Parties.

Article VII Notices and Addresses

Any notice or request required or permitted to be given or made under this MOU shall be in

writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the Party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For ECO: Ambassador Halil Ibrahim AKÇA, Secretary General
 No. 1, Golbou Alley, Kamranieh St., Tehran, Iran
 Postal Code: 19519 - 33114

For UNOSSC: Mr. Jorge Chediek, Envoy of the Secretary
 General, Director, UNOSSC
 304 E. 45th Street, FF-12 Floor, New York, NY10017

Article VIII Settlement of Disputes

Any disputes between UNOSSC and ECO arising out of or relating to this MOU shall be settled amicably by the Parties.

Article IX Miscellaneous

9.1 This MOU and any related co-financing agreements and project document comprise the complete understanding of the Parties in respect of the subject matter in this MOU and supersede all prior agreements relating to the same subject matter. Failure by either Party to enforce a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU. The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.

9.2 Nothing in this MOU shall be construed as creating a joint venture or any other form of legally binding commitment between the Parties.

Article X Privileges and Immunities

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 XI Effectiveness

This MOU may be signed in counterparts, each of which shall be deemed an original and both of which duly executed shall constitute one entire document, and shall enter into force and

effect on the date in which it is duly signed by both Parties.

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

19 September 2017, New York

For UNSOSCC

Mr. Jorge Chediek
Envoy of the Secretary General on South-South Cooperation
and Director UN Office for South-South Cooperation

For ECO

Ambassador Halil Ibrahim Akca
Secretary General of Economic Cooperation Organization