

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE INTERNATIONAL GAS UNION
(IGU)**



AND

**THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION
(UNESCO)**



United Nations
Educational, Scientific and
Cultural Organization

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BETWEEN

THE INTERNATIONAL GAS UNION
c/o Statoil, P.O Box 3
1330 Fornebu
Kingdom of Norway

AND THE UNITED NATIONS
EDUCATIONAL, SCIENTIFIC AND
CULTURAL ORGANIZATION
7, Place de Fontenoy
75352 Paris 07 SP
France

hereinafter referred to as the "Partner"
or "IGU"

hereinafter referred to as "UNESCO"

Whereas UNESCO is seeking to mobilize partners from civil society and, in particular, from the private sector for the achievement of its strategic goals and programme priorities;

Whereas UNESCO is an Organization with extensive global outreach and a commitment to creating the conditions that will foster the building of peace, the eradication of poverty, sustainable development and intercultural dialogue through education, the sciences, culture, communication and information;

Whereas the IGU also is an Organization with extensive global outreach and a mission that is complementary to that of UNESCO. The IGU is dedicated to encouraging and promoting the development of clean technology, energy efficiency, renewable energy applications and other activities that can add to the environmental benefits of gas. The IGU has access to gas competence and experience, as held by the members of its global organization and its affiliated organization, which are entities with special interests in different sectors of the gas industry;

Whereas the IGU and UNESCO agreed jointly to focus on empowering women in engineering, especially in Africa and the Arab States. Women and Africa are two of UNESCO's global priorities, which are an emerging priority for the IGU. Over the past years, UNESCO and the IGU have conducted a workshop on Women in Engineering. As a result of that previous collaboration, the IGU believes that one area where it can play a role is in sustainable workforce development and capacity-building through a focus on engineering education. Given UNESCO's overarching objectives, particularly its commitment to mobilizing science knowledge and policy for sustainable development, and the IGU's core strengths, as a professional association, in leveraging the strength and technical expertise of its broad community, there is a convergence of focus and an opportunity for fruitful collaboration;

Whereas the Partner possesses the expertise and other appropriate capacities to contribute to mobilizing science knowledge and policy for sustainable development.

Now therefore, the Parties hereby agree as follows:

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Article 1 – Objectives

By the present Memorandum of Understanding the Parties determine the conditions and modalities according to which UNESCO and the Partner agree, through joint and concerted cooperation, to carry out common projects that contribute to mobilizing science knowledge and policy for sustainable development; within the Areas of Cooperation foreseen in the Article 2.

The Partner agrees to support the projects approved jointly by the Parties.

Article 2 – Areas of Cooperation

To this end, UNESCO and the IGU agree to collaborate on projects and initiatives in the following areas, in Africa and the Arab States:

- enhancing the participation of women in engineering;
- building a coalition of supporting organizations to make effective progress on projects and initiatives;
- sharing knowledge (through seminars and workshops) and international best practices among stakeholders (public, private, academia) in the gas industry and related sectors;
- increasing participation skills and providing them with the know-how so that they can contribute to the development of gas resources for domestic/ national use in the best way to benefit their economic development;
- expanding the capacity and effectiveness of the engineering workforce, developing a competent and diverse engineering workforce, innovate and create new opportunities in emerging multidisciplinary areas; and,
- encouraging research, both technology and knowledge transfer, and the development of local expertise and workforce in the gas industry.

UNESCO and the IGU will pool resources and support to advance collaborative initiatives as appropriate.

Article 3 – Joint Projects

3.1 When individual projects are identified and approved in the areas of cooperation foreseen in the Article 2, for each project, the Parties will sign a binding agreement, hereinafter referred to as the “Project agreement”, which will be contained within the framework of this Memorandum of Understanding, and that will define the rights and obligations of the Parties.

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3.2 Each Project agreement will determine, in particular:

- the objectives of the project;
- the activities involved in the project;
- the specific obligations of each of the Parties;
- the specific modalities and conditions for the implementation of the project, including evaluation;
- the budget for the project;
- the eventual attribution of, and use by the Parties, of the intellectual property results and rights generated by the project, if appropriate; and,
- the duration of each project.

Article 4 – Obligations of UNESCO

4.1 UNESCO agrees to implement the terms of the present Memorandum of Understanding as per Articles 1, 2 and 3.

4.2 UNESCO will disburse any financial contribution that the Partner may, in the future, contribute in the framework of the present Memorandum of Understanding in accordance with UNESCO's Financial Regulations, Rules and Directives, including those pertaining to programme support costs – these funds shall be subject exclusively to the internal and external auditing procedures laid down in the Financial Regulations, Rules and Directives of UNESCO.

4.3 UNESCO agrees to implement each project in accordance with the corresponding Project Memorandum of Understanding, as described in Article 3 above, and its related budget.

4.4 UNESCO shall not commit any funds before the Partner has made the corresponding deposits into the relevant bank account and as agreed to in the relevant Project agreement.

4.5 UNESCO will inform the Partner of UNESCO events or projects with which the Partner potentially could be associated, with a view to advancing the respective goals of the Parties to this Memorandum of Understanding.

Article 5 - Obligations of the Partner

5.1 The Partner agrees to implement the terms of the present Memorandum of Understanding in line with the provision of Articles 1, 2 and 3.

5.2 The Partner's obligations for each project will be defined within the respective Project agreement(s).

5.3 If the Partner makes a financial contribution in the future, it will be deposited in accordance with the corresponding Project agreement, as described in Article 3 above, and will be paid into UNESCO's bank account (bank references will be provided in each Project agreement).

5.4 The Partner will inform UNESCO of any events or projects to which UNESCO could potentially be associated, with a view to advancing the respective goals of the Parties to this Memorandum of Understanding.

Article 6 – Communication Activities

6.1 The projects, their conception, implementation, development, impact and outcome will necessitate informational and promotional activities at the initiative of - and on the part of- the Parties, separately or jointly.

6.2 On the advance written consent of the other Party hereto, each Party is authorized to use the name and logo of the other Party through the use of citations, references to, reproductions, representations on the occasion of the promotion of projects, public relations operations, interviews and relations with the media (press files, articles, releases etc.) throughout the world. This use must adhere to the image of the concerned Party.

6.3 The media and information support (films, photographic pictures, etc.), as well as all the rights related to them, will belong exclusively to the Party who makes and finances them. They can only be used by the other Party after the latter obtains the prior consent of the proprietary Party.

Article 7 – General Conditions

7.1 Use of the Name, Emblem or Official Seal of UNESCO

Unless authorized in writing by UNESCO, the Partner shall not use the name, acronym or official logo of UNESCO, or any abbreviation of the name of UNESCO, for advertising or any other purposes. Unless authorized in writing by the Partner, UNESCO shall not use the name, acronym or official logo of the Partner, or any abbreviation of the name of the Partner, for advertising or any other purposes.

7.2 Status of UNESCO

Supporting the objectives of UNESCO and of the United Nations Organization, the Partner will respect the status of UNESCO as an intergovernmental organization of the United Nations system with its own distinct Constitution. The Partner confirms that, to the best of its knowledge, it is not directly involved in the production of goods or the delivery of services that would be opposed to the objectives and principles of UNESCO, the United Nations Organization or other institutions of the United Nations system.

7.3 Status of the Partner

Nothing in this Memorandum of Understanding shall be construed as establishing a legal partnership (such as, by way of clarification, partnership liability), joint venture, agency, exclusive arrangement or other similar relationship. Neither the Partner nor anyone whom it may employ shall be considered as an agent of UNESCO or a member of the staff of UNESCO and, except as otherwise provided herein, shall not be entitled to any privileges, immunities, compensation or reimbursements, nor shall be authorized to commit UNESCO to any expenditure or other obligations. Neither UNESCO nor anyone whom it may employ shall be considered as an agent of the Partner or a member of the staff of the Partner and, except as otherwise provided herein, shall not be entitled to any privileges, immunities, compensation or reimbursements, nor shall be authorized to commit the Partner to any expenditure or other obligations.

7.4 Conformity with Laws

The Partner agrees in all material respects to respect the laws of the country in which it is operating and states that, to the best of its ability, it will assist in the prevention of any official of UNESCO receiving a direct or indirect profit from this Memorandum of Understanding.

7.5 Assignment

None of the Parties shall assign, transfer, pledge or make other disposition of the present Memorandum of Understanding or any part thereof or of any of their rights, claims or obligations under the present Memorandum of Understanding, except with the prior written approval of the other Party. Any of the aforementioned actions taken without such written approval shall not be valid.

7.6 Settlements of Disputes

All disputes arising out of or in connection with the present Memorandum of Understanding shall be settled by mutual understanding. If the Parties cannot settle the disputes by mutual understanding, such dispute(s) will be referred to arbitration in accordance with The United Nations Commission on International Trade Law (UNCITRAL) arbitration rules.

7.7 Termination

7.7.1 Either Party may terminate the Memorandum of Understanding for convenience at any time upon 3 (three) months' prior written notice to the other Party. The same will apply with respect to incidents making the realization of the Project extremely hazardous. In particular, the Partner may withdraw from the Project and cease all financial contributions if the funds it has contributed have not been directly available to the Project. UNESCO shall reimburse the Partner for all such misappropriated funds.

7.7.2 Upon the termination of the present Memorandum of Understanding, the Partner shall not use UNESCO's name, emblem or official seal, or any abbreviation of the name of UNESCO, for promoting the Project or any other purpose.

7.7.3 Upon the termination of the present Memorandum of Understanding, UNESCO shall not use the Partner's name, emblem or official seal, or any abbreviation of the name of the Partner, for promoting the Project or any other purpose.

7.8 Amendment

This Memorandum of Understanding, including this provision, may not be waived, modified or changed in any manner except by a written amendment signed by each of the Parties hereto.

7.9 Non-Exclusivity

It is understood that this Memorandum of Understanding does not confer upon the Partner any exclusivity regarding activities such as those covered by this Memorandum of Understanding, and the Partner accepts that UNESCO currently is collaborating on similar activities worldwide with other partners.

7.10 This Memorandum of Understanding does not create legally-binding obligations between the Parties, or any resource or administrative liability for either Party.

7.11 Privileges and Immunities of UNESCO

Nothing in or relating to the present Memorandum of Understanding shall be deemed a waiver of any of the privileges and immunities of UNESCO. The Partner shall hold harmless, defend and indemnify UNESCO against all lawsuits, claims, costs and liabilities resulting from any intellectual property disputes or other disputes occurring under the present Memorandum of Understanding and which arise out of acts or omissions of the Partner.

Article 8 – Notification

8.1 The addresses for service of notices under the present Memorandum of Understanding shall be:

For the Partner:

Name: Mr Mats Fredriksson
Title: Director, IGU
IGU c/o Statoil
P.O Box 3
1330 Fornebu
Kingdom of Norway
Tel: +47 51 99 00 00
Fax: +47 67 80 56 01

For UNESCO:

Name: Ms Flavia Schlegel
Title: Assistant Director-General
for Natural Sciences
1 Rue Miollis
75352 Paris Cedex 15
France
Tel: +33 1 45 68 40 78
Fax: +33 1 45 68 58 20

8.2 Each Party shall inform the other Party immediately of any modification to the above addresses.

Article 9 – Duration

The present Partnership Memorandum of Understanding enters into force upon signature by the Parties, and shall remain in force until 31 December 2016. The Partner may decide, in writing, to renew this Memorandum of Understanding.

Done in two original copies on 11 May 2015 with English being the language of the official text.

For the Partner:



Jérôme Ferrier
President of IGU



Pal Rasmussen
Secretary-General of IGU

For UNESCO:



Irina Bokova
Director-General