

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNITED NATIONS (UN)  
AND  
EUROPEAN BANK FOR RECONSTRUCTION AND DEVELOPMENT (EBRD)**

**WHEREAS** the United Nations, represented by the Office on Drugs and Crime (hereinafter referred to as “UNODC”) has the mandate to assist Member States to implement drug policy and crime programmes in an integrated manner, addressing the interrelated issues of illicit drugs, controlled medicines, crime prevention and international terrorism in the context of sustainable development and human security. UNODC is also the guardian of the only legally binding, universal, anti-corruption instrument - the United Nations Convention against Corruption (UNCAC). The need to promote the active participation of individuals and groups outside the public sector, such as civil society and the private sector, in the prevention of and the fight against corruption and to raise public awareness regarding the existence, causes and gravity of and the threat posed by corruption is explicitly recognized in Articles 12 and 13 of the UNCAC. Non-state actors are a crucial partner for UNODC in the implementation of corruption related programs and projects, as well as key stakeholders in the international debate on anti-corruption and the effective implementation of the UNCAC and its review mechanism;

**WHEREAS** the European Bank for Reconstruction and Development, hereinafter referred to as “EBRD” has the mandate to promote transition towards market economies that are competitive, inclusive, well-governed, environmental friendly, resilient and integrated. As a public institution established to foster transition towards well-functioning markets by focusing on private sector development, the EBRD seeks to promote good governance in a comprehensive manner, including on issues related to political governance, economic governance as well as corporate governance. In 2014 the EBRD launched the Investment Climate and Governance Initiative (ICGI) with the aim to support successful transition to well-functioning markets through the promotion of effective and accountable institutions of economic governance, inclusiveness and transparency. In this context, the EBRD recognizes the key role of civil society in promoting public dialogue and public oversight of investment projects and other development activities. For the successful implementation of the ICGI, the EBRD aims to build strong partnerships with other multilateral development organisations and intergovernmental organisations, civil society and the business community;

**WHEREAS** UNODC and EBRD (hereinafter collectively referred to as “Parties”) share common objectives with regard to their commitment to addressing the interrelated issues of preventive measures of corruption, building and strengthening well-governed, integrated and inclusive economies; and to facilitate collaboration between United Nations (UN) entities, national authorities, private sector, general public and civil society on good governance and economic empowerment, and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations;

**WHEREAS** the Parties collaborated in enhancing the capacity of civil society on anti-corruption and good governance as well as disseminating standards for integrity and related guidelines for the business community in the Western Balkans (project implementation between 2016 and 2019);

**WHEREAS** the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as “MoU”) with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve the common objectives in the field of good governance.

**NOW THEREFORE THE PARTIES HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:**

**Article 1  
Memorandum documents**

1. 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.
2. Any Annex to this MoU will be considered an integral part of this MoU. References to this MoU will be construed as including any Annexes, as varied or amended in accordance with the terms of this MoU.
3. For specific projects to be implemented pursuant to this MoU, the Parties will conclude separate agreements addressing, inter alia, the financial arrangements, ownership of intellectual property and dispute settlement, as well as other responsibilities of the parties in relation to the project.

**Article 2  
Effective date and term**

1. This MoU will be effective upon the last date of signature of the approving officials and remain in force until 31 December 2021 unless terminated in accordance with Article 15 below.

**Article 3  
Purpose and scope of the cooperation**

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 related to good governance as defined in the respective mandates and mission statements of the Parties.
2. The objectives of this MoU are intended to be achieved through:
  - a. Regular dialogue meetings between UNODC and EBRD;
  - b. Execution of a separate legal instrument between the Parties to define and implement any subsequent projects, programmes, and activities pursuant to Article 1.2.
3. This MoU does not of itself give rise to any legal or financial implication or commitment of resources, financial or otherwise, on the part of UNODC or EBRD.
4. The overall objectives of this MoU are identified as follows, to be further assessed and reviewed by UNODC and EBRD at the regional, sub-regional and country level, where appropriate:
  - a) To foster close coordination in the fields of good governance;
  - b) To explore and facilitate, where feasible, close co-operation in the identification, development and implementation of their respective technical cooperation projects in the areas

covered by this MoU;

c) To enhance information-exchange, knowledge-sharing and knowledge creation with the objective to improve coordination and co-operation as applicable.

#### **Article 4** **Areas of cooperation**

1. Areas of cooperation are agreed jointly through the cooperation mechanism in the MoU. Policies and priorities under this MoU may also be jointly reviewed by the Parties pursuant to Article 5 to allow the Parties to respond to newly emerging issues in the fields of good governance.
2. The Parties have agreed to the following preliminary overarching themes for this MoU:
  1. **Good governance:** E.g. promoting transparency, the fight against corruption, money laundering and financing of terrorism; building the capacity of CSOs to provide oversight and work collaboratively with the private sector on anti-corruption and governance issues; enhancing the role of private sector development organizations in promoting sound corporate governance and integrity standards; fostering public-private dialogue; strengthening institutions responsible for economic governance; assisting regulatory reforms to enhance the business environment; contributing to the introduction of fair and transparent public procurement procedures; promoting Sustainable Development Goals, especially Goal 16.
3. These areas form part of UNODC mandate and programme of work and have been approved by the Division for Policy Analysis and Public Affairs. They are also priorities for EBRD. Some activities under these abovementioned fields are already ongoing, but are in need of additional support.
4. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.

#### **Article 5** **Organization of the cooperation**

1. The Parties intend to hold regular bilateral 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 collaborative projects. Such meetings will take place according to an agreed schedule between the points of contacts to:
  - a. discuss technical and operational issues related to furthering the objectives of this MoU;  
and
  - b. review progress of work jointly undertaken pursuant to a separate legal instrument in the priority areas of cooperation mentioned in Article 4 above.
2. When implementing activities, projects and programmes in the agreed priority areas, the Parties will, as necessary, execute a separate legal instrument appropriate for the implementation of such initiatives in accordance with Article 1.3 above.

3. Where the Parties are organizing a meeting with external participation at which policy matters related to the aims of this MoU will be discussed, the Parties will, as appropriate, either invite the other Party to participate in the meeting or update the other Party on relevant policy matters discussed at the meeting.

## **Article 6 Communications**

Any notice or other communication to be given or made under this MoU will be addressed and sent to the following contact points or at such other address as either Party designates by notice to the other Party:

For UNODC:

Address: Vienna International Centre  
Wagramer Strasse 5  
A 1400 Vienna  
Austria

Attention of:

Mirella Dummar Frahi, Team Leader, Civil Society Team, Division for Policy Analysis and Public Affairs  
Email: mirella.dummarfrahi@un.org; unodc-ngounit@un.org

For the EBRD:

Address: One Exchange Square  
London EC2A 2JN  
United Kingdom

Attention of:

Luisa Balbi, Principal Manager, Civil Society Engagement Unit, External Relations and Partnerships  
Email: BalbiL@ebrd.com; cso@ebrd.com

## **Article 7 Status of EBRD and its personnel**

1. The Parties acknowledge and agree that EBRD is an entity separate and distinct from the United Nations, including UNODC. The employees, personnel, representatives, agents, contractors or affiliates of EBRD, including the personnel engaged by EBRD for carrying out any of the project activities pursuant to this MoU, will not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the United Nations, including UNODC, nor will any employees, personnel, representatives, agents, contractors or affiliates of UNODC be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of EBRD.

## **Article 8 Relationship between the parties and financial arrangements**

1. This MoU sets out a general framework for cooperation between the Parties and does not obligate either Party to provide financial support of any sort to the other Party. In performing any responsibilities or engaging in any acts under this MoU, each Party will bear its own costs. Nothing in

this MoU will obligate either of the Parties to appropriate funds or enter into any contract, agreement or other obligation.

2. The Parties will not undertake any actions, incur any expenses or make any commitments, financial or otherwise, which would be inconsistent with the respective Party's regulations, rules, policies and procedures, including, as necessary, the approval of their internal governing bodies. In the case of contributions by one Party to the other Party in support of particular activities under this MoU, appropriate financing arrangements will be established in writing in a project document, exchange of letters or an agreement as stated in Article 1.2 above, specifying the costs or expenses relating to the activity and how they are to be borne by the Parties. Such agreements will also include a provision incorporating by reference, this MoU.
3. Nothing in this Memorandum will create any partnership or joint venture between the Parties. The Parties hereby recognize that the collaboration under this MoU is non-exclusive.
4. Nothing in this MoU will limit the right of, or prevent the Parties from entering into memoranda or arrangements with other parties with respect to any activity, project or area of co-operation covered by this MoU.
5. This MoU reflects the views and intentions of the Parties to co-operate on a non-exclusive basis, expressed in good faith but without the creation of any legal or financial obligations or the incurrance of any liability on the part of any of them. No third party shall obtain any legal benefit from this MoU.

#### **Article 9 Intellectual property rights**

1. This Memorandum does not delegate or transfer either Party's intellectual property rights to the other Party. Unless otherwise provided in specific agreements to be concluded pursuant to Article 1.3 above, each Party will maintain ownership and control of its intellectual property rights.

#### **Article 10 Use of name and emblem**

1. Neither Party will use the name, emblem or trademarks of the other Party, its subsidiary bodies or entities and/or affiliates, or any abbreviation thereof, in connection with its activities, the co-operation under this MoU or otherwise without the prior expressly written approval of the other Party in each case. Under no circumstances, will authorization of the UN or UNODC name or emblem be granted for commercial purposes.
2. EBRD acknowledges that it is familiar with the independent, international and impartial status of the UN, including UNODC, and recognizes that the UN name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of the UN, including UNODC.
3. UNODC acknowledges that EBRD's name, acronym and logo are registered service marks and as such may not be reproduced without the express written permission of EBRD.
4. The Parties agree to recognize and acknowledge the 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 11**  
**Privileges and immunities of the Parties**

1. Nothing in or relating to this MoU will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.
2. Nothing in this MoU will constitute nor be construed as a waiver, renunciation or other modification, either express or implied, of any of the privileges, immunities and exemptions granted to EBRD under the Agreement Establishing the European Bank for Reconstruction and Development, international convention or any applicable law.

**Article 12**  
**Confidentiality**

1. The handling of information will be subject to each Party's confidentiality policies.
2. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Party to third parties, each Party will obtain the express, written consent of the other Party.

**Article 13**  
**Dispute settlement**

1. In the event of a dispute, controversy or claim arising out of or relating to this MoU, the Parties will promptly settle such dispute through direct negotiation.

**Article 14**  
**Notification and amendments**

1. Each Party will promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MoU.
2. The Parties may amend this MoU by mutual written agreement.

**Article 15**  
**Termination**

1. Either Party may terminate this MoU by giving three (3) months' prior written notice to the other Party.
2. Upon termination of this MoU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MoU will cease to be effective, unless that legal instrument states otherwise.

3. Any termination of this 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 legal instrument executed pursuant to this MoU.

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

For United Nations

For EBRD

Bo Mathiasen  
Deputy Director, Division for Policy Analysis and Public Affairs

Alan Rousso  
Managing Director, External Relations and Partnerships

Date:

Date: