



#### **AGREEMENT**

**BETWEEN THE** 

### **UNITED NATIONS**

# **ECONOMIC COMMISSION FOR EUROPE (UNECE)**

#### AND THE

#### **UNITED NATIONS**

# OFFICE OF INFORMATION AND COMMUNICATIONS TECHNOLOGIES (UN-OICT)

Considering the United Nations Economic and Social Commission for Europe (hereinafter referred to as "UNECE"), having its Headquarters in Geneva, Switzerland, is responsible for facilitating economic integration and cooperation among its member States and promoting sustainable development and economic prosperity in the UNECE region;

Considering that the United Nations Office of Information and Communications Technologies (hereinafter referred to as "UN-OICT") is an office of the United Nations for information and communication technologies (ICTs). UN-OICT supports the UN Secretariat and Member States on cybersecurity, emerging technology innovation tools and services and seeks to improve technology innovation development for the United Nations and Member States. UN-OICT's work aims to protect and support technology development that will benefit global achievement of the SDGs.

Considering that UN-OICT has established UN Technology Innovation Labs in Finland, Egypt, India and Malaysia as of May 2019, with more planned for 2019-2020;

Whereas UNECE and UN-OICT share common objectives, in pursuit of the 2030 Agenda for Sustainable Development (hereinafter referred to as "2030 Agenda"), to support countries in their efforts to achieve the Sustainable Development Goals (hereinafter referred to as "SDGs") by working together in accordance with their respective mandates, rules, regulations and procedures, with a view to enhance UN system coherence by leveraging synergies to increase efficiency and effectiveness of their actions;

**Recognizing** the great potential that, in combination, ICTs, emerging technologies, digital technologies, information systems, standards, devices and digital content—all have in strengthening and implementing improved policies and tools to support sustainable development;

Whereas UNECE and UN-OICT wish to concentrate their efforts on certain areas of mutual interest of the UN-Technology Innovation Labs (UNTIL) as further described in specific Collaborative Arrangement;

**NOW THEREFORE** UNECE and UN-OICT (hereinafter referred to as "the Signatories") intend to cooperate with each other as follows:

I. Objective and Scope of Cooperation

UNECE and UN-OICT will work together through the UN Technology Innovation Lab (UNTIL) ecosystem (a network of labs located globally and their local eco-systems of technology innovators) to pool their expertise, according to their respective mandates, with a view to promoting innovation in the European region in pursuit of accelerated implementation of the 2030 Agenda. This cooperation will be formalised through Collaborative Arrangements outlining specific activities which the Signatories mutually intend to undertake in the commonly agreed areas of cooperation.

## II. Areas of Cooperation

Building on collaboration through the UN Technology Innovation Lab (UNTIL) ecosystem at global, regional, and country levels, where possible and as appropriate, and subject to Article III below and to each Signatory's mandates, rules, regulations and procedures, UNECE and UN-OICT hereby express their mutual intent to cooperate with one another in the following areas of cooperation at a global, regional and/or national level in providing support to member States in their efforts to implement the 2030 Agenda and achieve the SDGs:

- i. UNECE will become a member of the network of UN Technology Innovation Labs;
  - ii. UNECE will function as the link between the national UNTIL labs and policy makers in UNECE Member States in the implementation of the 2030 Agenda and the Sustainable Development Goals (SDGs) by:
    - cooperating and engaging with stakeholders on norms, standards and conventions
    - taking a multisectoral approach in tackling interconnected challenges of sustainable development in an integrated manner.

# III. Modalities of the Cooperation

- The Signatories shall carry out an annual consultation and prepare an annual Work Plan specifying
  the programme of activities that will be undertaken during the year, as well as the appropriate
  bodies to execute these.
- Each Signatory shall endeavour, as far as is appropriate within its own framework, to respond favourably to requests for cooperation in accordance with this Agreement;
- These Arrangements are not to be construed or considered as binding between the Signatories
  and nothing herein shall constitute an obligation or commitment of any type, nor shall give rise to
  any form of fiduciary or legal obligation by either Signatory.
- 4. Any activities that may be conducted under the specific Collaborative Arrangements are subject to and contingent upon the availability of sufficient staff, funds and other resources. Each Signatory will be fully responsible for funding its activities pursuant to this Agreement and/or the specific Collaborative Arrangements, except as may otherwise be expressly agreed in any subsequent written letter of agreement signed by both Signatories. Each Signatory will administer the funds handled by it in accordance with its own financial rules, regulations, policies and administrative practices.
- 5. The relevant terms and conditions concerning any specific activities relating to the Cooperation (including, without limitation, with respect to financial, legal, intellectual property ownership and use, and operational matters, as well as to the respective rights, roles and responsibilities of the Signatories, if any) will be set forth, if and when required, in one or more legally binding written

agreements or other instruments which will be separately negotiated, agreed to and signed by the Signatories.

#### IV. Use of the Signatories' Names and Emblems

The Signatories intend to acknowledge the role and contribution of each other in future communications to their respective constituents or to the public, on matters relating to the Cooperation. In doing so, neither Signatory may use the name, acronym or emblem of the other Signatory without obtaining said Signatory's prior written permission.

# V. Sharing of Information

The Signatories recognize the value of sharing information pertaining to the Cooperation and of avoiding duplication of efforts in publishing and distributing such information. To this end, subject to Article III above and to the Signatories first entering into an appropriate Confidentiality and Non-Disclosure Agreement with each other, the Signatories intent to promote knowledge sharing, including the exchange of information and documents concerning the subject matters of the Cooperation, in accordance with their respective rules, regulations and procedures, and without prejudice to any arrangements which may be in place (including, without limitation, with any third parties) to safeguard the confidential and/or otherwise restricted character of certain information and documents.

#### VI. Liability

Each Signatory will be solely responsible for the manner in which it carries out its activities relating to the Cooperation hereunder. Thus, a Signatory will not be responsible for any loss, accident, damage or injury suffered or caused by the other Signatory, or the other Signatory's staff or contractors, in connection with or as a result of the Cooperation.

# VII. Privileges and Immunities

Nothing in these Arrangements will be construed as constituting a waiver, whether explicit or implicit, of any of the privileges and immunities enjoyed by the Signatories as outlined in the Convention on the Privileges and Immunities of the United Nations of 13 February 1946.

# VIII. Settlement of Disputes

Any dispute between the Signatories arising out of the interpretation or execution of these Arrangements will be settled by amicable negotiations and mutual written agreement between the Signatories.

## **IX. Contact Persons**

Each Signatory will nominate contact persons to facilitate the coordination between UNECE and UN-OICT in respect of any matters arising from these Arrangements and/or the Cooperation. The following are the names, titles and addresses of the Signatories' initial contact person, which will be used for notices, requests, reports and other communications given or made under these Arrangements:

For UNECE:

Anjum Khan, Chief Information and Communication Technology

United Nations Economic Commission for Europe

Telephone: +41 (0)22 917 3734 // Email: anjum.khan@un.org

For UN-OICT:

Maurizio Gazzola, Chief Strategic Solutions

United Nations Office of Information and Communications Technology

Telephone: +431260605157 // Email: maurizio.gazzola@un.org

## X. Entry into Force; Termination; Amendment

- 1. The Signatories intend to implement these Arrangements in accordance with their respective rules, regulations and procedures.
- 2. These Arrangements will become effective upon their signature by both Signatories and will remain valid until terminated. Either Signatory may terminate these Arrangements by giving written notice thereof to the other Signatory at least thirty (30) days prior to the effective date of such termination. However, the termination of these Arrangements will be without prejudice to (i) the orderly completion of any ongoing cooperative activities pursuant hereto; and (ii) any rights and obligations of the Partles accrued prior to the termination date.
- 3. These Arrangements may be amended only by mutual written agreement of the Signatories.

In witness whereof, the representatives of the Signatories sign these Arrangements in two (2) originals in the English language, as of the date(s) set forth below.

On behalf of the

**United Nations, UNECE** 

Signature:

Name: Olga Algayerov

Title: UN Under Secretary-General and

**Executive Secretary** 

Date:

On behalf of the

United Nations, UN-OICT

Signature

Name: Atefeh Riazi

Title: UN Assistant Secretary General, Chief Information Technology Officer

Date: