

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED NATIONS DEVELOPMENT PROGRAMME  
AND  
HINDUSTAN COCA COLA BEVERAGES LIMITED (HCCBL)**

This Memorandum of Understanding (“MOU”) is entered into by 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 Hindustan Coca Cola Beverages Limited (hereinafter “HCCBL”) is an organization duly organized under the laws of India having its registered office at B-91, Mayapuri Industrial Area, Phase-I, New Delhi – 110064, headquartered in India . UNDP and HCCBL are hereinafter referred to individually as a “Party” and jointly as the “Parties”;

**WHEREAS**, UNDP serves in many respects as the operational arm of the United Nations at the country level and works with partners in numerous countries to promote among other things sustainable development, eradication of poverty, advancement of women, good governance and the rule of law;

**WHEREAS**, UNDP represented by its country office in India, is interested in enhancing its development activities in improving the social conditions, human health, well-being and socio-economic fabric by management of the plastic waste.

**WHEREAS**, HCCBL is engaged in the business of manufacturing, bottling and distribution of non-alcoholic carbonated beverages, juices, fruit based drinks, packaged drinking water under various trademarks owned by The Coca-Cola Company, Atlanta, USA including but not limited to Coca-Cola®, Fanta®, Sprite®, Thums Up®, Limca®, Kinley®, Maaza® and Minute Maid®.

**WHEREAS**, the Parties share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts; and reduce the negative impacts including risk to environment and human health by spearheading sustainable plastic waste management practices.

**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 including but not limited to as illustrated in Article II.

## **Article II Areas of Cooperation**

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

- i) Undertake interventions to minimize the negative impact including risk to environment and human health by spearheading sustainable plastic waste management practices;
- i) Demonstrate a model with a strategy blending social and technical approaches with strong governance mechanisms; and
- i) Improve the social conditions of waste pickers in keeping with the objectives of the Swachh Bharat Mission in India.

## **Article III Consultation and Exchange of Information**

- The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest including but not limited to as stated in Article II, which in their opinion are likely to lead to mutual collaboration.
- 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 for a period of six (6) years from the date of disclosure.
- 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**

- All of UNDP 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 in writing duly signed by both the Parties 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 UNDP shall be used in accordance with its 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.
- It is understood that all activities will be carried out by UNDP on the basis of project documents agreed between UNDP and the concerned governments, and in accordance with the applicable UNDP regulations, rules, policies and procedures.
- 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 HCCBL.
- 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.
- 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**

- 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 UNDP name or emblem, as applicable or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of the Party services.
- The Party acknowledges that it is familiar with UNDP's ideals and objectives and recognizes that its 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 UNDP.
- Nothing in this MOU grants to the Party the right to create a hyperlink to the UNDP website. Such link may be created only with UNDP's written authorization.



- 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 and Amendment**

- The MOU will be nonexclusive and shall be valid for two years with effect from Effective Date. 4<sup>th</sup> May 2018. The MOU may be extended or renewed on such terms and conditions as maybe mutually agreed between the Parties.
- Notwithstanding what is stated elsewhere in the MOU, either Party may have the right to terminate the MOU for convenience, by providing a prior written notice of sixty (60) days to the other Party.
- In the event of termination of the MOU, any cost-sharing or project cooperation agreements, and any project documents concluded pursuant to this MOU, may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under the MOU, the cost-sharing agreements, and project documents are brought to a prompt and orderly conclusion. Parties agree that all obligations until the date of termination shall be fulfilled by each Party respectively
- 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 UNDP:	Ms Marina Walter Country Director a.i. United Nations Development Programme 55, Lodi Estate, New Delhi – 110003 Email: marina.walter@undp.org
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For HCCBL:	[Attn: Legal Department
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[Orchid Centre, Third Floor, Sector 54  
[Address] Golf Course Road, Gurgaon  
[Address]  
[Address]

### **Article VIII**

HCCBL is an organization in good standing duly organized under the laws of India. HCCBPL shall notify UNDP of any legal investigation or fiscal audit that it may be subject to from time to time which may directly or indirectly impact the reputation and goodwill of UNDP.

### **Article IX Settlement of Disputes**

9.1 The Parties shall use good faith efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

9.2 Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing paragraph shall be referred to arbitration under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. 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 X Miscellaneous**

10.1 This MOU 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.

10.2 Nothing in this MOU shall be construed as creating a joint venture or any other form of legally binding commitment. Notwithstanding what is stated elsewhere in the MOU, Parties agree this MOU shall be legally binding on the Parties

### **Article XI**

## 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 XII Effectiveness

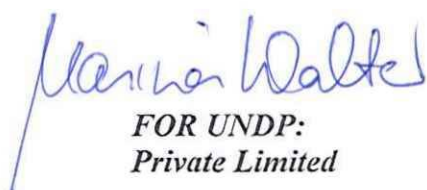
This MOU may be signed in counterparts, each of which shall be deemed an original and both of which duly executed shall constitute one entire document, and shall enter into effect on the date in which it is duly signed by both Parties ("Effective Date").

## Article XIII:

. UNDP operates in accordance with its regulations, rules, policies and procedures and its staff is bound by the UN Staff Regulations and Rules.

Both Parties agree to comply with all applicable laws, rules and regulations.

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



FOR UNDP:  
Private Limited

MARINA WALTER

Name

COUNTRY DIRECTOR, g.i.

Title

4.5.2018

Date

  
FOR Hindustan Coca-Cola Beverages

SHUKLA WASSAN

Name

EXECUTIVE DIRECTOR  
Title LEGAL & PUBLIC AFF.

4.5.2018

Date