

# MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS

AND

THE INTERNATIONAL THINK TANK FOR LANDLOCKED DEVELOPING COUNTRIES

This Memorandum of Understanding (“MoU”) is entered into by the United Nations, an international intergovernmental organization, established by its Member States pursuant to the Charter of the United Nations signed in San Francisco on 26 June 1945 and having its Headquarters in New York, New York 10017, U.S.A. (hereinafter referred to as “United Nations” or the “UN”), represented by its Office of the High Representative for the Least Developed Countries, Landlocked Developing Countries and Small Island Developing States (“UN-OHRLLS”) and the International Think Tank for Landlocked Developing Countries, international intergovernmental organization, established by the Multilateral Agreement for the Establishment of an International Think Tank for Landlocked Developing Countries entered in to force on 6 October 2017 and having its Headquarters in Ulaanbaatar 14201, Mongolia (hereinafter referred to as “ITT for LLDCs”), hereinafter referred to individually as a “Party” and collectively as the “Parties”;

**WHEREAS**, UN-OHRLLS and ITT for LLDCs have a common objective to help landlocked developing countries address their special development needs and promote the implementation of the Vienna Programme of Action for Landlocked Developing Countries for the Decade 2014-2024 (hereinafter referred to as the “Vienna Programme”);

**WHEREAS**, UN-OHRLLS is the lead office within the United Nations Secretariat on matters related to landlocked developing countries, with the specific mandate to mobilize and coordinate international support and resources for the effective implementation of the Vienna Programme; and works to foster coherence with the 2030 Agenda for Sustainable Development;

**WHEREAS**, the ITT for LLDCs was inaugurated on 11 June 2018 in Ulaanbaatar, Mongolia, at a meeting of Ministers of Landlocked Developing Countries that adopted the Ulaanbaatar Declaration of the Inaugural Conference of the International Think Tank for LLDCs (“Ulaanbaatar Declaration”);

**WHEREAS**, the ITT for LLDCs aims to become a Centre of excellence for research and policy advice on issues of specific interest to LLDCs, in order to assist landlocked developing countries to address their specific development constraints and challenges;

**WHEREAS**, the UN General Assembly resolutions 66/214 and 72/232 invited UN-OHRLLS and relevant organizations of the United Nations System, Member States, including development partners, and international and regional organizations to support the ITT for LLDCs so that it can undertake its role;

**WHEREAS**, the Ulaanbaatar Declaration encouraged the ITT for LLDCs to undertake research and capacity development for the landlocked developing countries, and to strengthen research collaboration with relevant international organizations including the UN-OHRLLS, in all the 6 priority areas of the Vienna Programme, including fundamental transit policy issues, infrastructural development and maintenance, international trade and trade facilitation, regional integration and cooperation, structural economic transformation, and means of implementation; and to foster coherence in the implementation of the Vienna Programme with the Sustainable Development Goals; and

**WHEREAS**, UN-OHRLLS was granted the status of an observer in the Board of Governors of the ITT for LLDCs in July 2019.

**NOW, THEREFORE**, the Parties have agreed to establish a strategic framework of cooperation under this MoU as follows:

### **ARTICLE 1 PURPOSE**

This MoU is intended to provide a framework for cooperation between the Parties, pursuant to which they will collaborate to contribute to the implementation of the Vienna Programme.

### **ARTICLE 2 AREAS OF COOPERATION**

1. The Parties agree to work together in the spirit of partnership in areas of cooperation that include but are not limited to:
  - a. Raising awareness and providing recommendations to Member States, government organizations and other stakeholders on key issues and activities related to the Vienna Programme and its implementation;
  - b. Undertaking joint research and analytical work to better inform the formulation and monitoring of policies aimed at accelerating the implementation of the 2030 Agenda for Sustainable Development and the Vienna Programme;
  - c. Jointly organizing events and capacity building support at the national, regional and global levels on thematic areas relevant to the Vienna Programme;
  - d. Promoting exchange of best practices in areas related to acceleration of the implementation of the Vienna Programme;
  - e. UN-OHRLLS helping to encourage additional ratification of the “Multilateral Agreement for the Establishment of an International Think Tank for Landlocked Developing Countries”.
  - f. Exchanging information of their activities and inviting each other to their respective events; and

- g. All other relevant areas of cooperation, in accordance with the mandate of UN-OHRRLLS, and the United Nations regulations, rules, policies and procedures, and the statute, regulations and strategies of ITT for LLDCs

### **ARTICLE 3 IMPLEMENTATION OF THE MOU**

1. The Parties will develop a plan to implement the collaboration envisaged under this MoU, including the agreed activities outlined in Article 2.
2. Any joint projects generated from this MoU shall be the subject of separate written agreements, which shall address, *inter alia*, the financial arrangements, liability, dispute settlement and intellectual property rights of the Parties.
3. For the avoidance of doubt, the Parties shall not jointly own intellectual property arising out of their collaboration pursuant to this MoU.
4. 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.
5. The Parties shall review the content and implementation of this MoU at a minimum every year to make any necessary or appropriate amendments.

### **ARTICLE 4 STATUS OF THE PARTIES**

1. Nothing contained in or relating to this MoU shall be construed as establishing or creating a joint venture, an agency relationship, a legal partnership or an employer and employee relationship between the Parties. The officials, representatives, employees or sub-contractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. No provision of this MoU shall be construed so as to in any way interfere with the respective decision-making processes of the Parties with regard to their own respective affairs and operations.

### **ARTICLE 5 NAMES AND EMBLEMS OF THE PARTIES**

1. Neither Party shall use the name, or any abbreviation thereof, emblem, insignia or trademarks of the other Party, its subsidiaries, and/or affiliates, for any purposes whatsoever without the express prior written approval of the other Party in each case. Under no circumstances shall authorization be granted to use the name or emblem of the United Nations and ITT for LLDCs for commercial purposes.

2. The Parties agree to recognise and acknowledge the collaboration hereunder, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

## **ARTICLE 6 CONFIDENTIALITY**

1. Each Party agrees that it will not, either during or after expiry or termination of this MoU, make any unauthorized use or disclosure of any confidential information disclosed to it by the other Party pursuant to this MoU. This obligation shall survive the termination of this MoU.
2. Neither Party shall use the other Party's confidential information for any purpose other than the performance of the activities in relation to the projects implemented pursuant to this MoU.

## **ARTICLE 7 SETTLEMENT OF DISPUTES**

The Parties will use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising under or in relation to this MoU or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date one Party has notified the other Party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, shall be resolved through consultation between the Executive Director of the ITT for LLDCs and the Under-Secretary-General and High Representative of UN-OHRLLS.

## **ARTICLE 8 PRIVILEGES AND IMMUNITIES**

Nothing in or related 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 9 ENTRY INTO FORCE, DURATION, TERMINATION AND AMENDMENT**

1. This MoU shall enter into force upon signature by the duly authorised representatives of the Parties and shall remain in force until 31 December 2024, unless and until terminated earlier by mutual consent by way of thirty (30) days' advanced written notice from one Party to the other.
2. Each Party will promptly notify the other Party in writing of any anticipated or actual material changes that will or may affect the implementation of this MoU.

The Parties may amend this MoU by way of a written document of amendment, signed by their duly authorised representatives, dated and to be attached hereto.

**ARTICLE 10  
COORDINATION AND NOTICES**

The designated representatives for each party are as below:

Sandagdorj Erdenebileg  
Chief  
Policy Development, Coordination,  
Monitoring and Reporting Service  
UN-OHRLLS

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**IN WITNESS WHEREOF**, this Memorandum of Understanding has been executed virtually, by authorized representatives of the Parties by their signatures below.

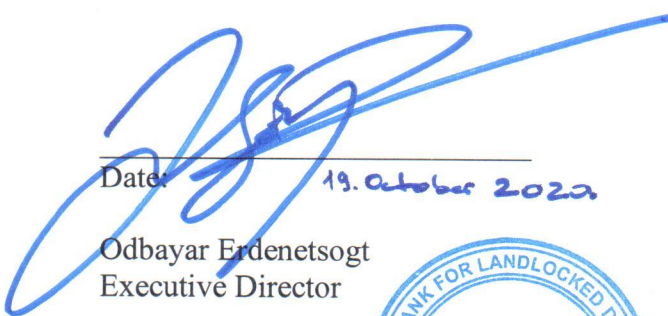
United Nations  
Office of the High Representative for Least  
Developed Countries, Landlocked Developing  
Countries and Small Island Developing States



Date: 19 October 2020

Fekitamoeloa Katoa 'Utoikamanu  
Under-Secretary-General  
and High Representative

International Think Tank for  
Landlocked Developing Countries



Date: 19 October 2020

Odbayar Erdenetsogt  
Executive Director

