MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNITED NATIONS ECONOMIC AND SOCIAL COMMISSION FOR
ASIA AND THE PACIFIC
AND GOOGLE ASIA PACIFIC PTE LTD

I. INTRODUCTION

1. The United Nations Economic and Social Commission for Asia and the Pacific (ESCAP) and Google Asia Pacific Pte. Ltd. (Google) reaffirm their desire to work together in areas of mutual interest to support member States in Asia and the Pacific through the present Memorandum of Understanding (MOU).

II. PURPOSE OF ESCAP-GOOGLE COOPERATION

2. ESCAP and Google plan to work together to support member States to leverage technology and innovation for sustainable development.

III. GENERAL PRINCIPLES FOR ESCAP-GOOGLE COOPERATION

3. ESCAP and Google will be guided by the following general principles:

   (a) Activities under this MOU will be consistent with the Guidelines on a principle-based approach to the Cooperation between the United Nations and the business sector, as first issued by the Secretary-General of the United Nations on 17 July 2000, revised and reissued in 2009 and 2015 as requested by GA resolution A/RES/68/234;

   (b) The use by one party of names, trademarks and emblems of the other party for commercial purposes, including advertisement, display on websites or use in other promotional material, is prohibited unless otherwise agreed by the parties in writing.

IV. FOCUS AND PRIORITY AREAS OF ESCAP-GOOGLE COOPERATION

4. The priority areas for cooperation include:

   (a) Joint research and publications on technology and innovation for sustainable development.

   (b) Building capacity of governments, industry and other stakeholders in Asia and the Pacific to leverage technology and innovation for sustainable development.
(c) Joint events and workshops to support governments to harness technology and innovation for sustainable development.

A list of planned activities is appended to this MOU.

V. PERIODIC CONSULTATIONS

5. ESCAP and Google recognize that it is important to convene periodic consultations to review what is being planned, what is being implemented, and what is being achieved in terms of results as well as to discuss new challenges, opportunities and problems. They agree to hold such consultations periodically as required and not less than once every two years. The Parties agree that any confidential or proprietary information which may be disclosed to the other Party during the course of cooperation and marked as "confidential" shall be kept confidential.

VI. FOCAL POINTS FOR MANAGEMENT OF THE MOU

6. ESCAP and Google agree to designate as focal points for the activities under this MOU:

(a) for ESCAP: Director, Trade, Investment and Innovation Division

(b) for Google: Head of AI Policy, Google Asia Pacific

VII. MONITORING AND EVALUATION OF THE MOU AND JOINT ACTIVITIES

7. ESCAP and Google will prepare annually:

(a) a list of all current operational cooperation activities and status of implementation;

(b) a list with a brief description of all planned cooperation activities for the next year (for 2019 included in the Annex); and

(c) an indicative list of planned cooperation activities for the two subsequent years.

8. ESCAP and Google agree that:

(a) the respective focal points will prepare a joint technical (non-financial) report annually on the status of implementation of the cooperation activities, including an assessment of results achieved;
(b) the Parties will conduct a joint review or evaluation of the ESCAP-Google cooperation 2 years after signature of this MOU, in consultation with the evaluation offices of the respective organizations; and

(c) these assessments will be reviewed by ESCAP and Google in considering further cooperation activities, including any necessary amendments to this MOU.

VIII. ACKNOWLEDGEMENTS AND USE OF INSTITUTIONAL EMBLEMS

9. ESCAP and Google recognize that the involvement of both organizations in joint cooperation activities needs to be publicized. They agree that:

(a) there will be public acknowledgment of the role and contribution of each organization to cooperation projects in all public information documentation related to such cooperation;

(b) the use of emblems of each organization in documentation related to cooperation will be in accord with the current policies of each organization concerning such usage. For the avoidance of doubt, Google may not use the UN or ESCAP name or emblem without prior written consent; and

(c) the manner and context in which the acknowledgement is given, or publicity conducted, shall be subject to prior mutual agreement of both Parties.

IX. MISCELLANEOUS

10. The term of this MOU will be from the date of signature by both Parties until 31 December 2021.

11. Any specific activities implemented under this MOU shall be subject to the approval of each Party's authorized representatives. Prior to initiating any specific activity, the Parties will negotiate and enter into a separate agreement, signed by each Party's authorized signatory, describing the terms of the arrangement.

12. Nothing in this MOU shall be deemed a waiver of the United Nations privileges and immunities.

13. This MOU may be amended by mutual written consent of the Parties.

14. This MOU may be terminated by either Party on six months' notice in writing.
15. This MOU is not intended to constitute a contract or to create any legal obligation on either Party in respect of the proposed cooperation, but only to express the Parties’ intention to collaborate to support member States in driving for sustainable development. Therefore, this MOU does not create any binding obligations or liabilities of any kind on behalf of any Party except for this clause, the Parties’ obligations of confidentiality, restrictions on the use of the names, trademarks and emblems of the other Party and the dispute resolution procedure set out in Clause 16, below.

16. The Parties shall use their best efforts to amicably settle 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 Conciliation Rules then obtaining of United Nations Commission on International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing. Any dispute, controversy, or claim between the Parties arising out of this MOU, or the breach, termination, or invalidity thereof, unless settled amicably in accordance with the foregoing sentence, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. Neither Party will be liable for any indirect, punitive, special, incidental or consequential damages.

For the United Nations Economic and Social Commission for Asia and the Pacific

For Google Asia Pacific Pte Ltd

[Signature]

Armida Salsiah Alisjahbana
Under-Secretary-General
and Executive Secretary of ESCAP

Date: 13 December 2018
Place: Bangkok/Thailand

[Signature]

Kent Walker
Senior Vice President
Google

Date: 13 December 2018
Place: Bangkok/Thailand
ANNEX

PRIORITY AREAS FOR ESCAP-GOOGLE JOINT ACTIVITIES

1. Preparing a joint report on artificial intelligence in delivery of public services.

2. Preparing a joint publication which examines the nexus of technology, people and policies for expanding broadband connectivity in the region with emphasis on financially viable WIFI technologies for digital inclusion. It is anticipated that the report may be launched in the context of the Asia Pacific Forum on Sustainable Development in March of 2019.

3. Partnering on ARTNET on STI through engagement on the steering committee, in expert group meeting, research calls, information dissemination and capacity building to support policymakers in the Asia-Pacific region.

4. Undertaking joint research in the area of Intelligent transport systems for sustainable development.