MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNITED NATIONS ECONOMIC AND SOCIAL COMMISSION FOR
ASIA AND THE PACIFIC
AND IBM

I. INTRODUCTION

1. The United Nations Economic and Social Commission for Asia and the Pacific (ESCAP) and IBM 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-IBM COOPERATION

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

III. GENERAL PRINCIPLES FOR ESCAP-IBM COOPERATION

3. ESCAP and IBM 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-IBM COOPERATION

4. The priority areas for cooperation include:

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

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

A list of planned activities is appended to this MOU.

V. PERIODIC CONSULTATIONS

5. ESCAP and IBM 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. The Parties agree that no confidential or proprietary information will be disclosed to the other Party during the course of cooperation.

VI. FOCAL POINTS FOR MANAGEMENT OF THE MOU

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

(a) for ESCAP: Director, Trade, Investment and Innovation Division
(b) for IBM: Head of Government and Regulatory Affairs, IBM Singapore and IBM ASEAN

VII. MONITORING OF THE MOU AND JOINT ACTIVITIES

7. ESCAP and IBM 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 2020 included in the Annex).

8. ESCAP and IBM 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 of the ESCAP-IBM 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 IBM in considering further cooperation activities, including any necessary amendments to this MOU.

VIII. ACKNOWLEDGEMENTS AND USE OF INSTITUTIONAL EMBLEMS

9. ESCAP and IBM 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, neither party may use name or emblem of the other party 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 2022.

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. This MOU is non-exclusive and both parties have the right to enter into similar arrangements with outside parties.

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

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

Date: 12 Sept 2019
Place: New Delhi

For IBM

Jeanette Chang
Director, Finance
IBM Innovation Services Pte Ltd

Date: 13 Sept 2019
Place: Singapore
ANNEX

PRIORITY AREAS FOR ESCAP-IBM JOINT ACTIVITES

1. Joint research on frontier technology applications for trade and sustainable development, including preparation of (a) a report on frontier technology applications for cross-border paperless trade and (b) an analysis of emerging technologies for safe and efficient agricultural and food trade.

2. Engagement in ARTNeT and UNNExT through participation in relevant Advisory Groups and other expert group meetings.

3. Participation in capacity building support to policymakers, industry and other relevant stakeholder groups in the Asia-Pacific region

4. Engagement in the development of TINA, the online Trade Intelligence and Negotiation Adviser (tina.negotiatetrade.org), and other online decision support tools for policy makers in Asia-Pacific developing countries.