

**Memorandum of Understanding (MOU)**

**between**

**the International Trade Centre (ITC)**

**and**

**NAME OF HOST TPO**

**On**

**The Hosting Of the X<sup>th</sup> Trade Promotion Organization (TPO) Network World Conference and Awards**

whose address is at XXXXXXXXX and **THE INTERNATIONAL TRADE CENTRE (ITC)**, whose address is at Palais des Nations, 1211 Geneva 10, Switzerland (hereinafter referred to singularly as a "Party" and collectively as "the Parties"),

**HAVE AGREED as follows:**

**ARTICLE 1 BACKGROUND AND PURPOSE**

1. At the [•]th TPO Network World Conference and Awards held in LOCATION from DATE to DATE October 20xx, (NAME OF TPO) was selected to host the xth TPO Network World Conference and Awards (WTPO) (NAME OF CITY AND COUNTRY), including associated meetings of the TPO Network Awards, from CONFERENCE DATES 20xx (hereinafter, where appropriate referred to as "Conference");

2. The purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") is to specify the commitments of the Parties in relation to the Conference, which will be held at (NAME OF VENUE)

**ARTICLE 2 ATTENDANCE AT THE CONFERENCE**

1. The Conference shall be open to participation by the following participants:
  - (a) Representatives of States;

- (b) Representatives of other intergovernmental organizations and intergovernmental organs of the United Nations involved in trade promotion;
  - (c) Senior representatives of national or regional TPOs and other trade support institutions of member states of the United Nations and its specialized and related agencies, and members of the World Trade Organization;
  - (d) Representatives of non-governmental organizations and trade support institutions;
  - (e) Officials of the United Nations, including officials of ITC;
  - (f) Officials of Specialized and related agencies of the United Nations;
  - (g) Representatives of the private sector; and
  - (h) Other persons invited by ITC.
2. The total number of participants will be approximately xxx.
  3. The Executive Director of ITC and the Chief Executive Officer of HOST TPO shall designate the officials of their respective organizations assigned to attend the Conference for the purpose of servicing it.
  4. The HOST TPO shall make available an adequate number of support personnel required for the proper functioning of the Conference.
  5. The public meetings of the Conference shall be open to representatives of information media accredited by ITC.

### **ARTICLE 3 COMMITMENTS OF THE PARTIES**

These commitments will cover the work and activities to be performed by the Parties for the holding of the Conference. The Parties agree to carry out the following activities:

1. ITC shall be responsible for the following:

*[This section will include details on the following: on preparation of the conference, including formulation of its programme and the selection of speakers, rapporteurs, moderators and topics of discussion; travel details, communications (e.g. press releases, reports, itc material for the participants' information packages, tpo network website updates, etc.)]*

2. The HOST TPO shall be responsible for:

*[This section will include details on the following: logistical arrangements and organization of the Conference; including coffee-breaks, lunches, gala dinner; costs for the provision of simultaneous interpretation into English, French and Spanish for all plenary and break-out sessions; Identifying hotel accommodation options ensuring that adequate accommodation is available at reasonable rates for Conference participants, including ITC staff; local costs of transportation for ITC staff and participants between the identified hotels, the Conference location and the Gala Dinner venue; costs arising from the production of the TPO Network Awards'*

trophies and icons; communicating the names of the participants to the Government to facilitate the issuing of exit and entry permits for all participants; publicity measures; provision of office supplies and equipment, stationary, personal computers, printers and photocopiers, nametags, conference materials; communications facilities (telephone and internet) for use by the secretariat of the Conference; provision of medical facilities adequate for first aid in emergencies within the Conference area, including immediate transportation and admission to a hospital for serious emergencies, security provision.]

4. A timeline for the organisation and promotion of the Conference and Awards is provided in Annex I.

#### **ARTICLE 4 FINANCIAL PROVISIONS**

1. HOST TPO shall bear the costs and expenses arising from Article 2, paragraph 2 of this MOU.
2. ITC shall bear the costs and expenses arising from its obligation as provided in the Article III, paragraph 1 of this MOU.
3. HOST TPO may, with the agreement of ITC, secure sponsorship arrangements to assist in meeting the cost of hosting the Conference.

#### **Article 5 LIABILITY**

1. ITC shall neither be liable for any damage sustained by [HOST TPO] in the implementation of the MOU, nor for any act or default on the part of [HOST TPO] in the implementation of the MOU.
2. [HOST TPO] shall indemnify, hold and save harmless, and defend, at its own expense, ITC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the [HOST TPO], or the [HOST TPO]'s employees, officers, agents or sub-contractors, in the implementation of this MOU. The obligations under this Article do not lapse upon termination or expiry of this MOU.

#### **ARTICLE 6 VISIBILITY**

1. The Parties shall take all appropriate measures to publicise that the Conference is taking place in partnership between HOST TPO and ITC. Information given to the press, all related publicity material, documentation related to the TPO Network World Conference and Awards, reports and publications, shall acknowledge that the Conference was organized by ITC and co-hosted by the [HOST TPO].
2. 3. Unless provided otherwise, the use of a Party's name, abbreviation and emblem by the other Party is subject to their respective policies and shall require prior written consent.

4. Either Party may make public the fact that they are working with each other on the areas of collaboration under this MOU.

5. Any publicity of additional partners and sponsors will be jointly agreed on a case by case basis.

#### **ARTICLE 7 STATUS OF ANNEXES**

The Annexes shall form an integral part of the MOU. Any reference to this MOU shall include the Annexes.

#### **ARTICLE 8 ENTRY INTO FORCE, DURATION, AND TERMINATION**

1. This MOU shall enter into force upon signature by both Parties and shall remain in force until 31 December 2012, on the understanding that either Party is at liberty to terminate it at any time after furnishing to the other Party a notice of termination, in writing, three (3) months in advance of the date on which the Party furnishing such notice wishes to have the MOU terminated.

2. Without prejudice to the foregoing, steps shall be taken to ensure that the termination of the MOU shall not be prejudicial to any of the activities of programmes undertaken within the framework of the MOU at the time of the terminations notice.

#### **ARTICLE 9 AMENDMENT**

This MOU, including the Annexes, may be amended and modified at any time in writing by mutual consent of the Parties. Such amendment or modification shall form an integral part of this MOU, and shall enter into force on such a date as shall be determined by both Parties.

#### **ARTICLE 10 CONTACTS AND NOTICES**

For purpose of communications with respect to the organization of the Conference, all communications shall go through the designated focal points as follows:

For ITC:                   XXXXXX  
Trade Support Institutions Strengthening Section  
Division of Business and Institutional Support  
Palais des Nations, 1211 Geneva 10, Switzerland

For HOST TPO:       XXXXXXXX

## **Article 11 ITC LEGAL STATUS**

The International Trade Centre is a joint subsidiary organ of the World Trade Organization and the United Nations and enjoys privileges and immunities by the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946. [HOST TPO]'s agents or employees shall not be considered in any respect as being officials or staff members of ITC.

## **ARTICLE 12 SETTLEMENT OF DISPUTES**

1. The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the MOU or the breach, termination, or invalidity thereof. 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 the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

2. Any dispute, controversy, or claim between the Parties arising out of the MOU or the breach, termination, or invalidity thereof, unless settled amicably under paragraph 1 of this Article, 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 the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the MOU, order the termination of the MOU, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the MOU, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the MOU, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

3. Nothing in or relating to this MOU shall constitute nor imply the waiver by the ITC of any of its privileges and immunities.

IN WITNESS THEREOF, the duly authorized representatives of the Parties hereto have signed this MOU in two (2) original copies in English on the date(s) herein below indicated.

At XXXXX, on .....

At Geneva, on .....

For and on behalf of HOST TPO:

For and on behalf of the  
International Trade Centre (ITC):

.....

[NAME]  
[TITLE]

.....

[NAME]  
Executive Director

SAMPLE