

**THE UNITED NATIONS ECONOMIC COMMISSION FOR EUROPE (UNECE)
AND
INTERSTATE COMMISSION FOR SUSTAINABLE DEVELOPMENT OF CENTRAL ASIA
(ICSD)**

WHEREAS the United Nations Economic Commission for Europe (hereinafter referred to as UNECE) is acting within the framework of the policies of the United Nations and subject to the general supervision of the Council shall, provided that the Commission takes no action in respect to any country without the agreement of the Government of that country:

- (a) Initiate and participate in measures for facilitating concerted action for the economic development and integration of Europe, for raising the level of European economic activity, and for maintaining and strengthening the economic relations of the European countries both among themselves and with other countries of the world;
- (b) Make or sponsor such investigations and studies of economic and technological problems of and developments within member countries of the Commission and within Europe generally, as the Commission deems appropriate;
- (c) Undertake or sponsor the collection, evaluation and dissemination of such economic, technological and statistical information, as the Commission deems appropriate

WHEREAS UNECE has regional presence in the pan-European region, including Eastern Europe, Caucasus and Central Asia;

WHEREAS the Interstate Commission for Sustainable Development of Central Asia of the International Fund on Saving Aral Sea (hereinafter referred to as "ICSD") is a regional cooperation, body having the mandate to coordinate and support cooperation in the field of environmental protection and sustainable development in Central Asia;

WHEREAS the Regional Program on environmental protection for sustainable development of Central Asia aims to ensure the effective protection of the environment for sustainable development in Central Asia, through the implementation of the environmental sustainable development goals (SDGs) that are of a transboundary nature;

WHEREAS UNECE and ICSD (hereinafter collectively referred to as "Parties") share common objectives with regard to the conservation, protection, enhancement and support of nature and natural resources, and wish to collaborate to further these common goals and objectives within their respective mandates and governing regulations and rules;

WHEREAS the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as "MOU") with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve the common objectives in the field of economic development for SDG's in environment.

NOW, THEREFORE, UNECE AND ICSD HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

**Article 1
Interpretation**

1. References to this MOU shall be construed as including any Annexes, as varied or amended in accordance with the terms of this MOU. Any Annexes shall be subject to the provisions of this MOU, and in case of any inconsistency between an Annex and this MOU, the latter shall prevail.

2. Any Party's failure to request implementation of a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU.

Article 2 Duration

1. This MOU shall be effective upon the last date of signature of the approving officials and remain in force until 31 December 2020, unless terminated in accordance with Article 13 below.

Article 3 Purpose

1. The purpose of this MOU is to provide a framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives in regard to the environmental protection and sustainable development focusing on ecological SDG's, environmental governance, green economy and resource efficiency, climate change adaptation, biodiversity and ecosystem management, water quality and waste management, and other priority areas on regional and national levels.

2. The objectives of this MOU shall be achieved through:
a. regular dialogue and consultations between UNECE and ICSD;
b. execution of a separate legal instrument between the Parties to define and implement any subsequent projects, programmes, and activities.

Article 4 Areas of Cooperation

1. Areas of Cooperation are agreed jointly through the cooperation mechanism in the MOU. Policies and priorities under this MOU may also be jointly reviewed on the yearly basis by the Parties pursuant to Article 5 to allow the Parties to respond to newly emerging issues in the realm of environment and sustainable development.

2. The Parties have agreed to the following preliminary and overarching areas of cooperation for this MOU, which form part of UNECE mandate and programme of work. The items listed below are also priorities or ongoing activities of ICSD, in accordance with its mandate. All could be strengthened through the cooperation of the Parties.

a. Encourage and support ICSD and related frameworks and processes to contribute to and advance global and regional environmental and development processes such as ensuring effective protection of the environment and sustainable development in Central Asia through the implementation of the Environmental Sustainable Development Goals (SDG's), 2030 Agenda for Sustainable Development, UNECE Regional Forum for Sustainable Development, Environment for Europe and other related initiatives and frameworks;

b. Development and implementation of the collaborative sub-regional initiatives, programmes and projects as identified and agreed priorities in close cooperation and coordination with other international, regional and national partners and organizations.

3. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest within the mandated areas of work of both Parties.

Article 5 Implementation

1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of this MoU. The Parties agree to join efforts and to maintain a close working relationship in order to achieve the objectives of collaboration under the present MoU.
2. In no event shall this Memorandum or any amendment hereof, operate to create financial, administrative, or legal obligations on the part of either Party, nor does it prevent the parties from pursuing the objectives set forth in this Memorandum on their own or with other third parties.
3. As applicable and, if found necessary by the Parties, each project shall contain the terms and conditions for its implementation, including, but not limited to, clear deliverables, time frames, and funding arrangements, specified in a separate project document to be agreed upon and signed by both parties.
4. Project documents may be modified at any time by written agreement of the Parties through their MoU Focal Points designated below.
5. The Parties shall refrain from any action that may adversely affect the interests of the other Party and shall fulfill their commitments with fullest regard for the terms and conditions of the MoU and the objectives of UNECE and ICSD.

Article 6 Dispute Settlement

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement. 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 prevailing, 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 this Agreement, which is not settled amicably in accordance with the foregoing sub-article, may be referred by either Party to arbitration under the 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 7 United Nations Privileges and Immunities

1. 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 8 Organization of the Cooperation

1. The Parties shall keep each other informed of all relevant activities pertaining to this collaboration and shall hold consultations as appropriate, in order to evaluate the progress in the implementation of this MoU and to revise and develop new plans for current or prospective activities.
2. Within the context defined above, further bilateral meetings at desk-to-desk and at expert level shall

be encouraged and set up on an ad hoc basis as deemed necessary by the relevant UNECE divisions and ICSD to address matters of common interest for the implementation of activities in specific areas, countries and regions.

Article 9
Status of the Parties and their Personnel

1. The Parties recognize that they are legally separate and independent of each other. Neither Party has the authority to act on behalf of the other

Article 10
Intellectual Property Rights

1. Nothing in the MOU shall be construed as granting or implying rights to, or interest in, intellectual property of the Parties.

2. In the event that the Parties foresee that intellectual property that can be protected shall be created in relation to any project, programme, or activity to be carried out under this MOU, the Parties shall negotiate and agree on terms of its ownership and use in the relevant legal instrument concluded as per Article 3.2.

Article 11
Use of Name and Emblem

1. Neither Party shall use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior expressly written approval of the other Party in each case. In no event shall authorization of the UN or UNECE name or emblem be granted for commercial purposes or for use in any manner that suggests an endorsement by UNECE of ICSD's products, business practices or services.

2. 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 12
Notification and Amendments

1. The Parties may amend this MOU by mutual written agreement, which shall be appended to this MOU and become an integral part of it.

Article 13
Termination

1. Either Party may terminate this MOU by giving 3 months' prior written notice to the other Party.
2. Upon termination of this MOU, the rights and obligations of the Parties defined under any other legal

instrument executed pursuant to this MOU shall cease to be effective.

3. Any termination of the MOU shall be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination under this MOU or legal instrument executed pursuant to this MOU.

Article 14

Special measures for protection from sexual exploitation and sexual abuse

1. Sexual exploitation and sexual abuse violate universally recognized international legal norms and standards. Such conduct is prohibited by the United Nations Regulations and Rules. When entering into this agreement with UNECE, you agree that you accept these standards. Failure on your part to take preventive measures against sexual exploitation or sexual abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or sexual abuse has occurred are grounds for termination of any agreement with the UNECE

Article 15

Authorized signatures

1. Each Party to this Agreement hereby warrants and represents that the person signing below is duly authorized under applicable law and regulation to execute this Agreement on behalf of its respective Party and thereby to bind such Party to the terms hereof.

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

**For United Nations Economic Commission
for Europe**

**For the Interstate Commission for
Sustainable Development of Central Asia**



Olga Agayeva
Executive Secretary
UNECE

Bakhrom Kuchkarov
Chairman
State Committee for Ecology and
Environmental Protection
Republic of Uzbekistan

Date:

18.10.2019

Date:

