

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS OFFICE FOR SOUTH-SOUTH COOPERATION
AND
THE REGIONAL COOPERATIVE AGREEMENT FOR RESEARCH,
DEVELOPMENT AND TRAINING RELATED TO NUCLEAR SCIENCE AND
TECHNOLOGY FOR ASIA AND THE PACIFIC REGIONAL OFFICE**

This Memorandum of Understanding (“MOU”) is entered into by the United Nations Development Programme (“UNDP”), acting through its Office for South-South Cooperation (UNOSSC) an office established by the General Assembly of the United Nations within the United Nations Development Programme and the Regional Cooperative Agreement for Research, Development and Training Related to Nuclear Science and Technology For Asia and the Pacific Regional Office (“RCARO”), established by the National Representatives’ Meeting of the RCA, an intergovernmental agreement under the auspices of the International Atomic Energy Agency (IAEA), and operating within the premises of the Korea Atomic Energy Research Institute (KAERI) while being independent in organization, personnel management and accounting, etc. UNDP/UNOSSC and RCARO/KAERI are hereinafter referred to individually as a “Party” and jointly as the “Parties”;

WHEREAS, UNDP serves in many respects as the operational arm of the United Nations at the country level and works with partners in numerous countries to promote among other things sustainable development, eradication of poverty, advancement of women, good governance and the rule of law;

WHEREAS, UNDP/UNOSSC is mandated by the General Assembly to promote, support, and mainstream South-South cooperation across the United Nations system and throughout the international development community by leveraging its global reach as well as its policy and institutional capacities to assist United Nations agencies and developing countries in strengthening their South-South cooperation capacities;

WHEREAS, UNDP/UNOSSC serves to promote, coordinate and support South-South and triangular cooperation globally and within the United Nations system. It works to support countries’ efforts to design, manage and implement South-South cooperation policies and initiatives through the identification, sharing and transfer of successful Southern-generated development solutions, resources and technology. UNDP/UNOSSC is interested in enhancing its development activities as per its current strategic framework (2018-2021) in order to enable the United Nations System to promote South-South cooperation in accordance with the principles laid out in the Buenos Aires outcome document of the Second High-level United Nations Conference on South-South Cooperation;

WHEREAS, RCA, an intergovernmental agreement for the Asia & Pacific region under the auspices of the International Atomic Energy Agency (IAEA), provides the framework for regional cooperation to promote the application of nuclear technologies for peaceful purposes and to bring socioeconomic benefits to the region through implementation of cooperative research, development and training projects;

WHEREAS, RCARO/KAERI, as the Regional Office of the RCA, operating within the premises of the Korea Atomic Energy Research Institute (KAERI) while being independent in organization, personnel management and accounting, etc., serves to assist the RCA Programme in addressing regional and national needs and priorities;

WHEREAS, the Parties share similar missions and wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts;

NOW, THEREFORE, the Parties wish to express their intention to cooperate as follows:

Article I Purpose and Scope

The purpose of this MOU is to provide a framework of cooperation and facilitate and strengthen collaboration between the Parties, on a non-exclusive basis, in areas of common interest.

Collaboration for research and diffusion of nuclear technology in the region for health, environmental and other applications that enhance socioeconomic wellbeing and contribute to the sustainable development.

Article II Areas of Cooperation

The Parties agree to cooperate in the following areas of activity:

- i) Development of pilot joint programme using innovative nuclear science and technology for peaceful purposes to support the region;
- ii) Enlisting the use of the South-South (SS) and triangular cooperation (TrC) modalities in the pilot programme;
- iii) Dissemination of information on the results achieved through the programme;
- iv) Mobilising resources for scaling up of programme activities as appropriate; and
- v) Mobilising partners including other United Nations Specialized Agencies to collaborate with the programme

Article III Consultation and Exchange of Information

3.1 The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

3.2 Consultation and exchange of information and documents under this MOU shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.

3.3 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.

3.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Party, the other may have an interest. Invitations shall be subject to the procedures applicable to such meetings or conferences.

Article IV Implementation of the MOU

4.1 All UNDP/UNOSSC activities envisaged hereunder are subject to the availability of funding. To this end in order to implement the specific activities envisioned hereunder, the Parties shall conclude cost-sharing agreements in accordance with the Parties' respective regulations, rules and procedures, which shall specify the costs or expenses relating to the activity and how they are to be borne by the Parties. Any funds so received by UNDP shall be used in accordance with its regulations, rules, policies and procedures. The cost-sharing agreements shall also include a provision incorporating by reference the MOU, which is applicable to the cost-sharing agreements and the projects/programmes financed there from.

4.2 It is understood that all activities will be carried out on the basis of project documents agreed between UNDP/UNOSSC and the RCARO/KAERI, and in accordance with the applicable UNDP regulations, rules, policies and procedures.

4.3 The costs of public relations activities relating to the partnership, that are not otherwise addressed by a specific cost-sharing agreement concluded hereunder, will be the responsibility of the Party incurring the costs.

4.4 Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU and under cost-sharing agreements concluded hereunder.

4.5 Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

Article V Use of Name and Emblem

5.1 Neither Party shall use the name, emblem or trademarks of the other Party, or any of its subsidiaries, and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case. In no event will authorization to use the UNDP/UNOSSC name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP/UNOSSC of the Party services.

5.2 The Party acknowledges that it is familiar with UNDP/UNOSSC's ideals and objectives and recognizes that its name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UNDP/UNOSSC.

5.3 Nothing in this MOU grants to the Party the right to create a hyperlink to the UNDP/UNOSSC website. Such link may be created only with UNDP/UNOSSC's written authorization.

5.4 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 VI Term, Termination, Renewal, Amendment

6.1 The proposed cooperation under this MOU is non-exclusive and shall have an initial term of three years from the Effective Date, as defined in Article XI, unless terminated earlier by either Party upon two months' notice in writing to the other Party. The Parties may agree to extend this MOU in writing for subsequent periods of three years.

6.2 In the event of termination of the MOU, any cost-sharing or project cooperation agreements, and any project documents concluded pursuant to this MOU, may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under the MOU, the cost-sharing agreements, and project documents are brought to a prompt and orderly conclusion.

6.3 This MOU may be amended only by mutual written agreement of the Parties.

Article VII

Notices and Addresses

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the Party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For UNDP/UNOSSC: Denis Nkala
Regional Coordinator
UN Office for South-South Cooperation
United Nations, Rajadamnorn Nok Avenue
Bangkok, Thailand

For RCARO/KAERI:
Hyun Kyoung Jeon
Head of Programme Division
RCA Regional Office
Daedeok-daero 989-111, Yuseong-gu, Daejeon, Korea

Article VIII Settlement of Disputes

Any disputes between UNDP/UNOSSC and the RCARO/KAERI arising out of or relating to this MOU shall be settled amicably by the Parties.

Article IX Miscellaneous

9.1 This MOU and any related co-financing agreements and project document comprise the complete understanding of the Parties in respect of the subject matter in this MOU and supersede all prior agreements relating to the same subject matter. Failure by either Party to enforce a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU. The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.

9.2 Nothing in this MOU shall be construed as creating a joint venture or any other form of legally binding commitment between the Parties.

Article X Privileges and Immunities

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 XI
Effectiveness**

This MOU may be signed in counterparts, each of which shall be deemed an original and both of which duly executed shall constitute one entire document, and shall enter into effect on the date in which it is duly signed by both Parties ("Effective Date").

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


FOR UNDP/UNOSSC:



For: Jorge Chediek
Name

Director
Title

04 November 2019
Date


FOR ICARO/KAERI:

Pill Hwan Park
Name

Director
Title

04 November 2019
Date