



**United Nations Industrial
Development Organization**



**Arab Industrial Development
and Mining Organization**

**MEMORANDUM OF UNDERSTANDING
ON COOPERATION
BETWEEN
THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION (UNIDO)
AND
THE ARAB INDUSTRIAL DEVELOPMENT AND MINING ORGANIZATION (AIDMO)**

The United Nations Industrial Development Organization (UNIDO), with its Headquarters at Wagramer StraBe 5, 1220 Vienna, Republic of Austria, represented by its Director-General, Kandeh K. Yumkella, and

The Arab Industrial Development and Mining Organization (AIDMO), with its address at Khatauat Junction on France Street, Rabat, Agdal, Morocco, represented by its Director-General, Mohamed Bin-Youssef,

Hereinafter collectively referred to as the "Parties",

CONSIDERING that UNIDO, as a specialized agency of the United Nations, has the primary responsibility in promoting industrial development in the developing countries and in countries with economies in transition;

CONSIDERING that AIDMO, as the specialized Arab organization working within the framework of the Arab League, aims to contribute to the development of the Arab economy and to consolidate its capabilities in the field of industry, mining and standardization;

CONSIDERING that globalization, accelerating technological advances and free trade present opportunities for income and employment generation, as well as challenges for economic development;

CONSIDERING that the Parties share the goals of reducing poverty and furthering economic development as expressed in the United Nations Millennium Declaration and elsewhere;

CONSIDERING that the Parties wish to strengthen their existing ties by pursuing effective means of mutual cooperation that will enhance their ability to fulfil their respective mandates and objectives;

HEREBY decide to conclude this Memorandum of Understanding and agree as follows:

Article 1

Purpose

The purpose of this memorandum of Understanding is to establish a framework for cooperation between the Parties that will enhance their ability to fulfil their respective mandates and objectives, and foster industrial development in Arab countries by providing technical assistance in the areas of collaboration specified in Article 2 below.

Article 2

Areas of Collaboration

The areas listed below will be the main areas of collaboration between the Parties :

(a) Poverty reduction through productive activities

- (i) Private sector development, with special emphasis on small and medium-sized enterprises;
- (ii) Strengthening of business information services;
- (iii) Rural development and entrepreneurship for women;
- (iv) Entrepreneurship development programmes;

(b) Trade capacity building

- (i) Building up in Arab countries of the technical infrastructure required for them to participate in international trade (i.e. standards, quality, metrology, accreditation and certification);
- (ii) Strengthening of key export sectors to upgrade productive and export capacities;
- (iii) Facilitate market access through business partnerships and the promotion of export consortia;
- (iv) Investment and technology promotion;

(c) Energy and the environment

- (i) Promotion of energy efficiency and renewable sources of energy;
- (ii) The Clean Development Mechanism (CDM);
- (iii) Cleaner production centres;

(d) South-South cooperation.

- (i) Promotion of South-South cooperation;
- (ii) Promotion of cooperation between Arab countries with regards to industrial strategies;
- (iii) Assessment of industrial investment opportunities especially in least developed countries.

Article 3

Working Mechanisms

- 3.1 In order to ensure effective and efficient cooperation, the Parties foresee periodic working meetings, of which the first will take place following the conclusion of this Memorandum of Understanding in 2007.
- 3.2 All specific instances of collaboration shall be through programmes, projects and activities jointly developed and undertaken by the Parties, which shall be subject to approval by the duly authorized representatives of the Parties and agreed to in supplementary agreements, or in a project document signed by the duly authorized representatives of the Parties. Each project document shall specify, at a minimum, the agreed-upon programme, project or activity; the objectives sought; the responsibilities of each Party with regard to funding, reporting and implementation; and a work plan indicating the dates of commencement and termination.
- 3.3 The Parties shall collaborate closely in fund-raising activities for joint programmes, projects and activities. However, this Memorandum of Understanding does not restrict either of the Parties from participating in any funding or other agreements or arrangements with other entities.

Article 4

Financial Aspects

The implementation of the programmes, projects and activities envisaged in the present Memorandum of Understanding shall depend on the availability of the necessary financial resources and shall be made in accordance with the regulations, rules and procedures in force in UNIDO and AIDMO.

Article 5

Focal Points

For the purposes of sending and receiving notice and implementing this Memorandum of Understanding, the Parties name the following focal points: for AIDMO, the Office of the Director-General, and for UNIDO, the Arab Programme.

Article 6

Privileges and Immunities

The Parties mutually recognize the privileges and immunities accorded to each of them by law and by such agreements on privileges and immunities as may be relevant. Nothing in or relating to this Memorandum of Understanding constitutes an express or implied waiver of the privileges and immunities of either Party.

Article 7

Settlement of Disputes

In the event of a dispute, controversy or claim arising out of or relating to this Memorandum of Understanding, or the breach, termination or invalidity thereof (a "dispute"), the Parties will use their best efforts to settle promptly such dispute through direct negotiation. Any dispute that is not settled within sixty (60) days from the date either Party has notified the other Party of the nature of the dispute and of the measures that should be taken to rectify it will be resolved through consultation between the Director-General of AIDMO and the Director-General of UNIDO. Each Party will give full and sympathetic consideration to any proposal advanced by the other to settle amicably any matter for which no provision has been made or any controversy as to the interpretation or application of this Memorandum of Understanding.

Article 8

Confidentiality

Nothing in this Memorandum of Understanding shall be so construed as to require either Party to furnish any material, data or information the furnishing of which could, in its judgment, require it to violate its policy regarding the confidentiality of such information.

Article 9

Name, Emblem and Seal

Neither Party shall use the name, emblem or official seal of the other, in any form or manner whatsoever, without the prior written authorization of that Party.

Article 10

Final Clauses

- 10.1 The Parties may modify or otherwise amend this Memorandum of Understanding by way of a written instrument signed by the duly authorized representatives of each Party.
- 10.2 This Memorandum of Understanding shall enter into force upon signature by the Director-General of UNIDO and the Director-General of AIMDO once the internal requirements of both Parties for entry into force have been met. This Memorandum of Understanding shall continue in full force and effect for an initial period of five (5) years thereafter, unless it is terminated in accordance with Article 10.3 below, and may be renewed by mutual agreement between the Parties.
- 10.3 Either Party may terminate this Memorandum of Understanding by giving six (6) months' written notice to the other. In addition, the Parties may terminate this Memorandum of Understanding by agreement. If this Memorandum of Understanding is terminated, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress.
- 10.4 Articles 6 and 7 above shall survive the expiry or termination of this Memorandum of Understanding.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have signed the present Memorandum of Understanding at Rabat, in two originals in English, this 25th day of May 2007.



**For the United Nations Industrial
Development Organization**

A handwritten signature in black ink, appearing to read "Kandeh K. Yumkella".

**Kandeh K. Yumkella
Director-General**



**For the Arab Industrial Development
and Mining Organization**

A handwritten signature in blue ink, appearing to read "Mohamed Bin-Youssef".

**Mohamed Bin-Youssef
Director-General**