

# **MEMORANDUM OF UNDERSTANDING**

**between the**

**UNITED NATIONS  
AND  
INTERNATIONAL SOCIETY OF BUSINESS, ECONOMICS AND ETHICS**

**WHEREAS**, the United Nations, an international intergovernmental organization with its headquarters located in New York, New York 10017, U.S.A., represented by its Global Compact Office (hereinafter the United Nations is sometimes referred to as the “Global Compact Office”) and International Society of Business, Economics and Ethics (hereinafter referred to as the “International Society”) have agreed to collaborate in furthering the work, purposes and objectives of the Global Compact and the Global Compact Office;

**WHEREAS**, the Parties seek to collaborate for the purposes of holding the International Society’s Congress in Cape Town, South Africa, July 2008 (hereinafter referred to as “the Congress”);

**NOW, THEREFORE**, the Parties hereby agree as follows.

**Article 1**  
**Purpose**

The purpose of this Memorandum of Understanding is to set forth the terms and conditions of the collaboration between the Parties concerning the Congress.

**Article 2**  
**Responsibilities of the International Society**

The responsibilities of the International Society under this Memorandum of Understanding will include the following:

- (a) Provide the administrative staff for and serve as the host and fiscal agent of the Congress;

- (b) Pay all costs incurred pursuant to this Memorandum of Understanding;
- (c) Manage the Congress' logistics and post-Congress follow up;
- (d) Manage the design of marketing materials and any Congress-related publications;
- (e) Issue press releases relating to the Congress after consultation with the Global Compact Office on all content where the Global Compact is mentioned in the press release.

**Article 3**  
**Responsibilities of the Global Compact Office**

The responsibilities of the Global Compact Office under this Memorandum of Understanding will include the following:

- (a) Provide its expertise on the content of and context for the Congress;
- (b) Provide at least one person to serve as a focal point for the Congress;
- (c) Be consulted and offer its advice before decisions are made relating to the Congress, including, but not limited to, the selection of speakers for the Congress;
- (d) Advise on the design of marketing materials and any Congress-related publications;
- (e) Communicate information about the Congress, including disseminating relevant information pertaining to the Congress, to Global Compact participants and other stakeholders; and
- (e) Review and give input to press releases relating to the Congress.

**Article 4**  
**Use of the Global Compact name and logo**

Use of the Global Compact's name and logos in the context of the Congress will be governed by the Global Compact Office's Policy on the use of the Global Compact name and logos. In particular, any use of the name and logos of the Global Compact in the context of the Congress will require the written permission of the Global Compact Office.

**Article 5****Financial arrangements**

1. The Global Compact Office shall not be financially responsible for any costs relating to the Congress under this Memorandum of Understanding.
2. All costs relating to the Congress shall be the responsibility of the International Society.

**Article 6****Indemnification**

The International Society shall indemnify, hold and save harmless, and defend, at its own expense, the Global Compact Office, 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 International Society or their employees, officers, agents or sub-contractors, in the performance under this Memorandum of Understanding. The obligations under this Article do not lapse upon termination of this Memorandum of Understanding.

**Article 7****Suspension and termination**

1. This Memorandum of Understanding may be terminated by either Party upon giving one month's notice in writing. However, the Global Compact Office may suspend or terminate this Memorandum of Understanding upon ten days' notice in writing in case of a material breach by the International Society of the conditions provided herein and vice versa. Suspension under the foregoing sentence shall be without prejudice to the right of the Global Compact Office or the International Society to terminate this Memorandum of Understanding.
2. Termination of this Memorandum of Understanding would terminate the any authorization to use the name and logos of the Global Compact that had been given.

**Article 8**  
**Resolution of disputes**

1. Amicable Settlement. The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of this Memorandum of Understanding 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 of the United Nations Commission on International Trade Law ("UNCITRAL") then obtaining, or according to such other procedure as may be agreed between the Parties in writing.

2. Arbitration. Any dispute, controversy, or claim between the Parties arising out of this Memorandum of Understanding or the breach, termination, or invalidity thereof, unless settled amicably under paragraph 1, above, 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. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any or any confidential information provided under the Memorandum of Understanding, order the termination of the Memorandum of Understanding, 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 Contract, 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 UNICTRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, 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."

**Article 9**  
**Privileges and immunities**

Nothing in or relating to this Memorandum of Understanding shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations.

**Article 10**  
**Duration and Amendment**

1. This Memorandum of Understanding will become effective upon signature by authorized representatives of the Parties hereto, and will remain in effect unless it is terminated in accordance with Article 8 above.
  
2. This Memorandum of Understanding may be amended only in writing with the signature of the authorized representatives of the Parties hereto.

**Article 11**  
**Notices**

Any notice required to be given by either Party under this Memorandum of Understanding shall be given in writing, shall be deemed given when actually received by the other Party, and shall be conveyed via first class mail, postage prepaid, or via private courier, facsimile or electronic mail, as follows:

To the Global Compact Office:  
S-1894, United Nations  
First Avenue, New York, NY 10017  
United States  
Fax: +1-212-963-1207  
E-mail: [globalcompact@un.org](mailto:globalcompact@un.org)

To International Society of Business, Economics and Ethics

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**IN WITNESS WHEREOF**, the undersigned duly authorized representatives of the United Nations and International Society have signed this Memorandum of Understanding in New York and [ ] on the dates indicated below.

**FOR THE UNITED NATIONS:**

**FOR THE INTERNATIONAL SOCIETY  
OF BUSINESS, ECONOMICS, AND  
ETHICS**

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Name: George Kell  
Title: Executive Director

UN Global Compact Office  
Date:

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Name: Deon Rossouw  
Title: President of International Society of  
Business, Economics and Ethics  
Date: