[MOU/2011/XXXX]

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED NATIONS ENVIRONMENT PROGRAMME (UNEP) AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA ON ENVIRONMENTAL COOPERATION

WHEREAS the United Nations Environment Programme (hereinafter referred to as UNEP) has the mandate to act as the leading environmental body within the United Nations system and has as a major area of focus of its global mandate sustainable development and the conservation, protection, enhancement and support of nature and natural resources worldwide.

WHEREAS the Government of the United States of America (hereinafter referred to as the U.S. Government) also has an interest in the promotion of sustainable development globally and the conservation, protection, enhancement and support of natural resources.

WHEREAS UNEP and the U.S. Government (hereinafter collectively referred to as "Parties"), share common goals and objectives and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations.

WHEREAS the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as "MOU") with the aim of consolidating, developing and intensifying their cooperation and their effectiveness to achieve the common goals and objectives in the field of environment and sustainable development.

NOW THEREFORE, UNEP AND THE U.S. GOVERNMENT HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

Article 1
Relationship to other Agreements

1. This MOU does not affect the terms of any existing agreements between UNEP and the agencies of the U.S. Government.

Article 2
Purpose

1. The purpose of this MOU is to provide a cooperative framework and facilitate collaboration between UNEP and participating U.S. Government agencies (hereinafter, the "Participants"). This MOU provides a framework for the Parties to further their shared goals and objectives in regard to the promotion of sustainable development and the conservation, protection, enhancement and support of nature and natural resources worldwide.
2. UNEP MOU- execution of separate legal agreements….

Article 3
Areas of Cooperation

1. The Parties have agreed to the following overarching themes for this MOU:

    a. Climate Change;
    b. Disasters and Conflicts;
    c. Ecosystem Management;
    d. Environmental Governance;
    e. Harmful Substances and Hazardous Waste; and
    f. Resource Efficiency and Sustainable Consumption and Production.

2. These areas constitute UNEP's mandate and program of work and have been approved by UNEP's Governing Council. They also reflect environmental priorities for the U.S. Government. 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.

3. Forms of cooperation and areas of activity under this MOU may consist of, but are not limited to: implementing projects for capacity building and technology support; improving the management and protection of terrestrial, coastal, and marine ecosystems; collaborating on international environmental governance issues; coordinating policy initiatives and training programs; cooperating on renewable energy research and development; implementing initiatives or studies on resource efficiency and sustainable consumption and production; reducing and mitigating threats to the environment and to life and property from conflicts and natural and anthropogenic disasters; facilitating the flow of high-quality environmental data sets; understanding environmental factors affecting human health and well being; understanding, assessing, predicting, and adapting to climate variability and change; improving water resource management through better understanding of the water cycle; implementing programs to combat desertification; and understanding, monitoring, and conserving biodiversity.

4. Policies and priorities under this MOU may be jointly reviewed annually by the Parties pursuant to Article 4. This will allow the Parties to respond to newly emerging issues in the realm of environment and sustainable development.

Article 4
Organization of the Cooperation

1. The primary contact for the U.S. Government regarding this MOU will be the Assistant Secretary of the Bureau of Oceans, Environmental and International Scientific Affairs, or a designate. The primary contact for UNEP will be the Director of the Regional Office for North America, or a designate. Participants will notify the primary contact for the U.S. Government of all activities taking place under this MOU.

3. The objectives of this MOU will be achieved through:

a. Regular dialogue between UNEP and the Participants;

b. Development of annexes to the MOU to define and implement joint activities, projects and programs pursuant to Areas of Cooperation described in Article 3.

i. Any Participant interested in participating in cooperative activities with UNEP pursuant to Article 3 shall work with UNEP to conclude a written Agency Annex or Project Annex to this agreement.

ii. An Agency Annex shall describe the terms of ongoing, continuing collaborative arrangements between UNEP and the Participant pursuant to Article 3, including the exchange of technical information or visits of individuals. The Agency Annex shall set forth in terms appropriate to the level of interaction aspects such as a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions not included in this MOU. In the case of any inconsistency between the terms of this MOU and the terms of an Agency Annex, the terms of this MOU shall control.

iii. A Project Annex shall describe a specific activity, collaborative effort or project pursuant to Article 3 between UNEP and the Participant. A Project Annex shall set forth in terms appropriate to the activity, a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions not included in this Agreement or in an Agency Annex. In the case of any inconsistency between the terms of this MOU and the terms of a Project Annex, the terms of this MOU shall control. In the case of any inconsistency between the terms of the relevant Agency Annex and the terms of a Project Annex, the terms of the relevant Agency Annex shall control.

iv. Where UNEP or one of the Participants will provide funding to the other under a Project Annex or an Agency Annex for a joint activity, project, or other program, UNEP and the Participant will prepare a Small Scale Funding Agreement, Project Cooperation Agreement, Donor Agreement, or other appropriate financial instruments as agreed. [[In the case of any inconsistency between this MOU and a funding instrument such as those designated in this section, the MOU does not control]]

v. A proposed Agency Annex or Project Annex will be subject to the approval of the Primary Contacts or their designates.

2. The Parties will hold regular bilateral meetings in accordance with an agenda agreed to in advance. Such meetings, which normally will take place annually, may include:

a. Discussion of [overarching strategy, barriers to implementation] technical and operational issues related to furthering the objectives of this MOU;

b. Review of progress of work by the Parties in the priority areas of cooperation as outlined in Article 3 above.

2. Within the context defined above, further bilateral meetings at desk-to-desk and at expert level will be encouraged and set up on an ad hoc basis as deemed necessary by the relevant UNEP divisions and the Parties to address priority matters of common interest regarding the preparation for implementation of activities in specific areas, countries and regions.

4. In implementing cooperative activities, projects or programs in the agreed priority areas, the Participants shall execute Annexes appropriate for the implementation of such initiatives as described in Article 2. In identifying the areas of cooperation under this MOU, due regard will be given to the Participants' capacity for implementation and experience in the related field.

5. Where a Participant is organizing a meeting with external participation at which policy matters related to the aims of this MOU will be discussed, the Participant is encouraged, where appropriate, to invite UNEP.

Article 5
Status of the Partner and its Personnel

1. The employees, personnel, representatives, agents or contractors of the U.S. Government, including the personnel engaged by the U.S. Government for carrying out any of the project activities pursuant to this MOU, shall not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or other affiliates of the United Nations, including UNEP, nor shall any employees, personnel, representatives, agents and other affiliates of UNEP be considered, for any purposes whatsoever, as being employees, personnel, representatives, agents or other affiliates of the U.S. Government.

Article 6
Fundraising

1. Neither party shall engage in fund raising with third parties for activities to be carried out within the framework of this MOU in the name of or on behalf of the other.

Article 7
Dispute settlement

1. Any dispute arising out of or in connection with this Agreement shall be settled amicably through consultation by the Parties.

Article 8

Official Emblems and Logos

1. Neither Party shall use the name, emblem or trademarks of the other Party, its agencies, subsidiaries, affiliates, and/or authorized agents, or any abbreviation thereof, in publications and documents produced by the Parties, without the express prior written approval of the other Party in each case.

2. In no event will authorization of the UNEP or U.S. Government name or emblem, or any abbreviation thereof, be granted for commercial purposes, except as otherwise agreed to in writing.

Article 9
Intellectual Property Rights

1. The Parties shall consult with each other regarding Intellectual Property Rights relating to any project or benefits derived from activities carried out under this MOU. Disputes concerning intellectual property arising under this MOU should be resolved through discussions between UNEP and the participating U.S. agency.

Article 10
Amendments

1. This MOU may be amended only by mutual agreement of the Parties reflected in writing.

Article 11
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 12
Termination

1. This MOU may be terminated by either party by giving six months prior notice to the other Party in writing.

2. Unless agreed otherwise, upon termination of this MOU, the rights and obligations of the Participants defined under any Project or Agency Annex, will cease to be effective.

Article 13
Duration

1. This MOU shall enter into force upon signature and shall remain in force until 31 December 2021, unless terminated in accordance with Article 12 above. Its content shall be reviewed annually.

DONE, in duplicate at [place] this [ ] day of [ ], 2011, both texts being equally authentic.

For the United Nations Environment Programme	**For the Government of the United States of America**
……	……
Name:	Name:
Title:	Title:
Date: ……	Date:…. ……