

**AGREEMENT
BETWEEN
THE UNITED NATIONS
REPRESENTED BY THE SECRETARIAT OF THE UNITED NATIONS
DEMOCRACY FUND
AND
THE INTER-PARLIAMENTARY UNION**

This Agreement is entered into by and between the United Nations, represented by the Secretariat of the United Nations Democracy Fund (hereinafter “UNDEF”), a Trust Fund established by the Secretary-General of the United Nations, with its headquarters in New York, NY (USA), and the Inter-Parliamentary Union (hereinafter “IPU”) an international organization of Parliaments of sovereign states having its principal headquarters in Geneva, Switzerland. The United Nations and the IPU are hereinafter jointly referred to as the “Parties”.

WHEREAS, the United Nations General Assembly, in its resolution 60/1 of 24 October 2005, welcomed the establishment of UNDEF to support democracy throughout the world through, *inter alia*, conducting outreach activities and facilitating in-kind donations to UNDEF of technical assistance from intergovernmental, non-profit or civil society organizations sharing the same goal;

WHEREAS, the IPU as the world organization of parliaments, has expressed its interest in cooperating with UNDEF in supporting democracy; and

WHEREAS, on 24 July 1996, the Parties concluded a cooperation agreement which foresees in its article IV that specific joint action and programmes may be initiated by the competent bodies of the United Nations and the IPU and that the UN may seek the cooperation of IPU in areas where the IPU has developed a specific expertise through its permanent programmes.

NOW, THEREFORE, the Parties have agreed as follows:

Article I
Purpose

1. The purpose of this Agreement is to establish a general framework in which both Parties will cooperate on issues of common interest in the context of supporting democracy throughout the world, consistent with the mandate of both UNDEF and IPU.

2. Cooperation may be extended to all areas in which the Parties may require the assistance of each other within the context of supporting democracy.

3. UNDEF shall consider henceforth the collaboration of the IPU pursuant to this Agreement as an essential part of UNDEF's activities and imperative in its work to strengthen the United Nations' actions in the field of democracy promotion and consolidation. The IPU shall be called upon to support special efforts in situations of post-conflict, nascent democracy or wherever democracy is at risk taking into account the special expertise that IPU has developed in relation to representative, transparent, accessible, accountable and effective parliaments.

Article II

Areas of Cooperation

The Parties have agreed to cooperate as follows:

1. Inviting each other to meetings and conferences. Subject to the applicable rules of procedure and such decisions as may be taken by the competent bodies of the Parties concerning the attendance of meetings by observers, the Parties shall invite each other to send representatives to meetings and conferences of the Parties where observers are allowed, whenever matters within the context of supporting democracy are discussed.
2. Acting as resource/expert persons. Each Party shall act as resource/expert persons, sharing information in the context of supporting democracy at meetings and conferences of the respective organizations when requested by the other Party, provided that meeting time and resources are available.
3. Exchanging information. The Parties shall, on a regular basis, exchange information and documents on matters within the context of supporting democracy that are not subject to confidentiality restrictions. In particular, UNDEF may request support from the IPU to assist in (a) identifying applicants to UNDEF's calls for project proposals for funding; and, (b) providing information about such applicants, if requested by UNDEF. The Parties shall further keep each other informed of the development and progress of activities of common interest within the context of supporting democracy.
4. Disseminating and posting of materials and linking to web site. Subject to the Parties' respective regulations and rules, the Parties agree that they will (a) post each other's materials on each other's web sites; (b) create a link from the IPU's web site to UNDEF's web site. The IPU acknowledges that the collaboration mentioned in this article II.4 may require specific approvals from the UN. The IPU further acknowledges and agrees that it is in the UN's sole discretion to approve such collaboration and to withdraw any such approval at any time. In the event of such a withdrawal, UNDEF shall immediately inform the IPU and the Parties shall consult with a view to determining different means of collaboration under this provision. The IPU also acknowledges and agrees to abide by any condition set forth in such approval, e.g. posting of a clearly positioned disclaimer indicating that the United Nations does not endorse the contents of the entity's website, the entity or its goods and services. If the IPU finds that the conditions, set forth in an approval by the UN

that is obtained after this Agreement has been signed, are unacceptable, the Parties agree that the IPU has the option to amend this Agreement to exclude the collaboration covered by such an approval.

5. The Parties may agree in writing on additional areas of cooperation.

Article III

Relationship between the Parties, Review and Indemnification

1. The IPU shall indemnify, hold and save harmless, and defend, at its own expense, the United Nations, 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 IPU or the IPU's employees, officers, agents or sub-contractors, in the performance of this Agreement. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the IPU, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Agreement.
2. Nothing in this Agreement shall create any partnership or joint venture between the Parties. The Parties hereby recognize that this collaboration under this Agreement is non-exclusive.
3. The Parties shall review the content and implementation of this Agreement at a minimum every two years with a view to making any necessary or appropriate amendments.

Article IV

Implementation of the Agreement and Financial Arrangements

1. The Parties shall not undertake any actions, incur any expenses or make any commitments, financial or otherwise, which would be inconsistent with this Agreement or respective Party's regulations, rules, policies and procedures, including, as necessary, the approval of their internal governing bodies.
2. This Agreement sets out a general framework for cooperation between the Parties and does not obligate either Party to provide any funds for the other Party. In performing any responsibilities or engaging in any acts under this Agreement, each Party shall bear its own costs.
3. Nothing in this Agreement shall obligate either of the Parties to appropriate funds or enter into any contract, agreement or other obligation except as set forth in this Agreement or as they may mutually agree in writing.
4. In the case of contributions by one Party to the other Party in support of particular activities under the Agreement, appropriate financing arrangements shall be

established in writing, specifying the costs or expenses relating to the activity and how they are to be borne by the Parties. Such agreements shall also include a provision incorporating by reference, this Agreement.

5. The Parties agree to report to their respective governing bodies on conclusion and signature of this Agreement. In the case of UNDEF, the Secretariat will report to its Programme Consultative Group and its Advisory Board. In the case of the IPU, the report will be to its Executive Committee and its Governing Council

Article V

Use of Name and Emblem

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

2. Each Party acknowledges that it is familiar with the purposes and principles of the other Party and recognizes that the name and emblem of the other Party may not be associated in a manner inconsistent with the status or reputation of the other Party or such purposes or principles.

3. The Parties agree to recognize and acknowledge the collaboration hereunder, as appropriate. To this end, the Parties shall consult with each other concerning the manner and form of such recognition and acknowledgement.

Article VI

Settlement of Disputes

1. **Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement 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 UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

2. **Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Agreement or the breach, termination, or invalidity thereof, unless settled amicably under Article VI.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 confidential information provided under the Agreement, order the termination of the Agreement, 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 Agreement, 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 UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Agreement, 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 VII

Privileges and Immunities

Nothing in or relating to this Agreement shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Article VIII

Termination

1. This Agreement may be terminated by either Party by giving the other Party six months’ prior notice in writing.
2. The obligations assumed by the Parties under this Agreement shall survive the term of the Agreement to the extent necessary to permit the orderly conclusion of activities and the settlement of any contractual liabilities that are required by each Party under the Agreement and any Amendment thereto.

Article IX

Entry into Force

This Agreement enters into force on the date of signature by the duly authorized representatives of the Parties and shall continue in force until it is terminated as provided herein.

Article X

Amendments

This Agreement may only be modified by a written amendment hereto signed by duly authorized representatives of the Parties.

Article XI
Notices

Any notice required to be given by a Party under this Agreement shall be given in writing, shall be conveyed via certified or registered mail, return receipt request, or by hand or facsimile, as follows:

If to the United Nations:

Executive Head

United Nations Democracy Fund (UNDEF)

One United Nations Plaza, DC1, 13th Floor, New York, NY 10017

Fax: +1(212) 963-1486

If to the IPU:

Secretary General

Inter-Parliamentary Union

Chemin de Pommiers 5

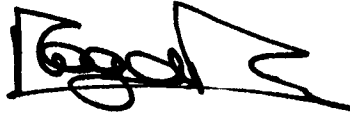
1218 Le Grand Saconnex/Geneva, Switzerland

Fax: +41(22) 919 4160

Notices delivered by hand or facsimile shall be deemed received upon receipt (in case of facsimile as evidenced by and on the date and at the time indicated in the facsimile transmittal confirmation), and those sent by certified or registered mail shall be deemed received as evidenced by and on the date indicated in the return receipt signed by the recipient.

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

FOR UNDEF

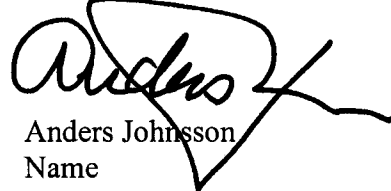


Magdy Martinez-Soliman
Name

Executive Head a.i.
Title

17 October 2006
Date

FOR IPU



Anders Johnsson
Name

Secretary General
Title

17 October 2006
Date