
**Memorandum of Understanding
between
the United Nations Economic Commission for Europe (UNECE)
and
Trustees of Boston University**

WHEREAS the United Nations Economic Commission for Europe (hereinafter referred to as “UNECE”) is mandated to promote regional cooperation and integration as a means of achieving sustained economic growth and sustainable development and to improve access to affordable and clean energy for all and help reduce greenhouse gas emissions and the carbon footprint of the energy sector in the region;

WHEREAS the Institute for Sustainable Energy (ISE), a university-wide center at Boston University (BU), is dedicated to facilitating the transition to a sustainable, climate-safe global energy system. Through interdisciplinary research, policy analysis, and collaborative engagement, its mission is to ensure that the energy systems of the world provide abundant, sustainable, and universally accessible energy services to both emerging and advanced economies. ISE’s work spans all of the disciplines, departments, and colleges at BU and involves many partnerships with other researchers, policymakers, and industry.

CONSIDERING that UNECE and ISE share common goals and objectives with regard to access to affordable, reliable, sustainable and modern energy for all and wish to collaborate to further these goals and objectives, within their respective mandates under their governing regulations and rules;

DESIRING to establish a mutually beneficial cooperation and in the spirit of collaboration, UNECE and BU (hereinafter referred to collectively as “the Parties”), each represented by its respective Executive Head, have entered into the present non-binding Memorandum of Understanding (hereinafter referred to as “MoU”).

Article I
Purpose

1.1 The purpose of this MoU is to provide a general framework for collaborative efforts of the Parties, within their respective mandates and approved work programmes, on projects and activities in areas of shared interest and common priorities.

1.2 In recognition of and with respect for each other’s respective mandates, competencies and objectives, the Parties commit themselves to cooperate on the basis of the exchange of relevant

information, expertise and advice in order to realize potential synergies, enhance public dialogue and endeavour to implement common activities, as set forth in Article II below.

Article II **Areas of cooperation**

2.1 The overarching goal of the collaboration is to support and accelerate global attainment of energy for sustainable development. Possible areas of cooperation identified by the Parties, are listed below:

- 2.1.1 Cooperate on UNECE's International Fora on Energy for Sustainable Development: development and running of an interactive workshop on urban policy solutions for quality of life and climate challenges using Boston and other cities as case studies for peer learning and best practices;
- 2.1.2 Contribute to analytical work related to pathways for achieving global sustainable energy goals (if agreed by the parties, any activity would be elaborated in an Annex);
- 2.1.3 Conduct power market design research exploring the impact and opportunities of big data, the integration of renewable resources into power markets, demand-side participation, fossil flexibility, and smart city concepts (if agreed by the parties, any activity would be elaborated in an Annex);
- 2.1.4 Contribute policy and technology considerations to UNECE's work on energy efficiency in buildings and industry;
- 2.1.5 Collaborate on research and analysis on the nexus areas between energy and ecosystems/resource management.

Article III **Interpretation**

3.1 References to this MoU shall be construed as including any mutually agreed Annexes, as varied or amended in writing in accordance with the terms of this MoU. Any Annexes shall be subject to the provisions of this MoU and, in case of any inconsistency between an Annex and this MoU, the latter shall prevail.

3.2 Implementation of any subsequent activities, projects and programmes pursuant to this MoU, including those involving the transfer of funds between the Parties, shall necessitate the execution

of separate, appropriate legal instruments between the Parties. The terms of such legal instruments shall reflect the provisions of this MoU.

3.3 In no event shall this Memorandum, or any amendment hereof, operate to create financial or administrative or legal obligations on the part of either Party, nor does it prevent the parties from pursuing the objectives set forth in this Memorandum on their own or with other third parties.

Article IV **Implementation**

4.1 The Parties agree to carry out their respective responsibilities in accordance with the provisions of this MoU subject to their respective approved programmes of work. The Parties agree to collaborate to achieve the objectives of the present MoU.

4.2 Specific activities in the possible areas of cooperation set forth in paragraph 2.1 will be negotiated, agreed upon and approved on the basis of the Parties' respective work programmes through Annexes to this MoU. Annexes may be added or revised at the initiative of either Party by written notice to the other and shall enter into force once executed by an authorized signatory for each Party.

4.3 As applicable, separate, written agreements to conduct joint activities shall contain (but not be limited to) the terms and conditions for their implementation, including clear deliverables, time frames and funding arrangements, specified in a planning document to be agreed upon and signed separately by authorized signatories for both Parties.

4.4 Work plan documents may be modified at any time by written agreement of the Parties.

4.5 The Parties shall refrain from any action that may adversely affect the interests of the other Party and shall fulfil their commitments to the terms and conditions of this MoU and the objectives of UNECE and ISE.

4.6 This MoU does not create any resource or administrative liability for either Party.

Article V
MoU Focal Points

5.0 The Parties have designated the MoU Focal Points, as indicated below, to plan and develop activities and ensure its proper implementation:

UNECE:
Mr. Scott FOSTER
Director, Sustainable Energy Division
Tel.: +41 22 917 2444
Email: scott.foster@un.org

BU ISE:
Mr. Peter FOX-PENNER
Director, Institute for Sustainable Energy,
Tel: +1 617 358 2985
Email: pfoxp@bu.edu

Article VI
Intellectual property rights

6.0 Nothing in this MoU or any agreed Annex shall be construed to grant either party any right, title or interest in any data, results, materials (whether or not copyrightable), inventions or discoveries (whether or not patentable), or other items developed, produced, generated or made by the other party or its faculty, staff, students, employees, agents, representatives, consultants, or contractors.

Article VII
Reporting requirements

7.0 The Parties shall keep each other informed of all relevant activities pertaining to this collaboration and shall hold consultations as appropriate, in order to evaluate the progress in the implementation of this MoU and to revise and develop new plans for current or prospective activities.

Article VIII
General provisions

8.1 *Entry into force and duration.* This MoU shall enter into force upon signature by both Parties and will remain in effect until 31 December 2019, unless earlier terminated pursuant to this Article VIII (the “Initial Term”). At the conclusion of the Initial Term, the Parties may extend the term of this MoU for an additional term of three (3) years by mutual written agreement of the parties.

8.2 *Notification.* Each Party shall promptly notify the other in writing of any anticipated or actual material change that will affect the execution of this MoU.

8.3 *Amendments.* This MoU may be amended only by written agreement of both Parties, which shall be appended to this MoU and become an integral part of it.

8.4 *Termination.* This MoU may be terminated by mutual agreement of the Parties or by either Party providing ninety (90) days' advance written notice to the other. In any such event, the Parties shall take all reasonable and necessary actions as required to promptly and in an orderly manner terminate any on-going activities or projects carried out pursuant to this MoU in a cost-effective manner.

8.5 *Settlement of disputes.* Any dispute arising out of or in connection with this MoU shall be settled by amicable and good-faith consultations and negotiations between the Executive Heads of the Parties.

8.6 *Privileges and immunities.* Nothing in this MoU shall be deemed to be a waiver, expressed or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

8.7 Unless expressly authorized in writing by the other Party, neither Party shall in any manner whatsoever use the name, emblem or official seal of the other Party in connection with its business or otherwise.

8.8 The Parties are recognized to be legally separate and independent of each other. Neither Party has the authority to act on behalf of the other.

8.9 The United Nations has found sexual exploitation and sexual abuse to violate universally recognized international legal norms and standards. Such conduct is prohibited by the United Nations as provided in the Secretary-General's Bulletin dated 9 October 2003 (ST/SGB/2003/13). Boston University is committed to fostering an environment that is free from all forms of sexual misconduct, including sexual assault and sexual harassment, and has adopted its own policy in this regard. By entering into this MoU with UNECE, Boston University accepts the United Nations' standards in the Secretary-General's Bulletin referenced above. Failure on Boston University's Institute for Sustainable Energy part to take preventive measures against sexual exploitation or sexual abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or sexual abuse has occurred, are grounds for termination of this MoU.

Article IX
Notices

9.0 Any notices required by this MoU shall be given in writing and delivered to the following addresses:

The United Nations Economic Commission for Europe (UNECE)
Palais des Nations
8-14, Avenue de la Paix
1211 Geneva 10, Switzerland
Attention: Mr. Scott FOSTER, Director, Sustainable Energy Division
Email: scott.foster@un.org

Boston University Sponsored Programs Office
25 Buick Street, Suite 200
Boston, MA 02215, United States
Attention: Ms. Melissa KLUMPAR
Email: OSPERA@bu.edu

With a copy to:

Institute for Sustainable Energy
Questrom School of Business,
595 Commonwealth Avenue, Boston, MA, United States
Attention: Mr. Peter FOX-PENNER
Email: pfoxp@bu.edu

or at such other address as may be designated in accordance with the terms of this notice provision.

Each Party to this Agreement hereby warrants and represents that the person signing below is duly authorized under applicable law and regulation to execute this Agreement on behalf of its respective Party and thereby to bind such Party to the terms hereof.

IN WITNESS WHEREOF, the Parties have signed this MoU in two (2) originals in the English language on the date set forth below:

On behalf of the United Nations
Economic Commission for Europe

On behalf of Trustees of Boston University

Signature: -----

Signature: -----

Ms. Olga Algayerova
Executive Secretary

Ms. Renna Onario Lilly
Associate Director, Pre-Award Services

Date: 26 Sept 2018

Date: 9/25/18

