



FRAMEWORK MEMORANDUM OF UNDERSTANDING

between

**The Organization for Security and Co-operation in Europe
The United Nations Development Programme
The United Nations Environment Programme and
The United Nations Economic Commission for Europe**

on the

Environment and Security Initiative

WHEREAS, the Organization for Security and Co-operation in Europe (hereinafter referred to as the "OSCE"), the United Nations Development Programme (hereinafter referred to as "UNDP"), the United Nations Environment Program (hereinafter referred to as "UN Environment"), and the United Nations Economic Commission for Europe (hereinafter referred to as "UNECE") (hereinafter referred to individually as a "Partner Organization" and collectively as the "Partner Organizations") hereby renew their commitment to co-operate in the implementation of activities under the Environment and Security Initiative (hereinafter referred to as "ENVSEC");

WHEREAS, ENVSEC was initiated in 2003 by a first Memorandum of Understanding concluded in 2003 by UNDP, UN Environment and the OSCE, to develop and implement their respective work programmes in relation to their ENVSEC activities and following its expiry in 2006, a second Memorandum of Understanding was concluded by all Partner Organizations in 2007 which expired in 2017;

WHEREAS, the Partner Organizations have agreed to enter into a new Framework Memorandum of Understanding (hereinafter referred to as the "MOU") to align ENVSEC with new developments in the area of environment and security and in particular with the 2030 Agenda for Sustainable Development (in particular in regards to Sustainable Development Goals 1,6,7,11,12,13,15,16 and 17), which among others sets the goal for revitalising partnerships for sustainable development; the 2015 Paris Climate Agreement; and the Sendai Framework for Disaster Risk Reduction 2015-2030;

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WHEREAS, ENVSEC is recognized as a unique mechanism for multi-agency co-operation that provides effective integrated response to traditional and emerging environmental challenges that may impact security, stability and peace and thus acts as a role model for Sustainable Development Goal 17 (“Partnerships for the Goals”);

WHEREAS, there is a growing understanding that increasing pressure on natural resources, the impact of climate change and environmental degradation pose multifaceted security challenges within and across national borders;

WHEREAS, ENVSEC works to assess and address environmental problems, which threaten or might potentially threaten security, societal stability and peace, human health and/or sustainable livelihoods, within and across national borders;

WHEREAS, the Partner Organizations collaborate closely with beneficiary governments, particularly through the Ministries of Foreign Affairs and Ministries of Environment, national experts and Non-Governmental Organizations through extensive national and regional consultations with multi-stakeholder participation;

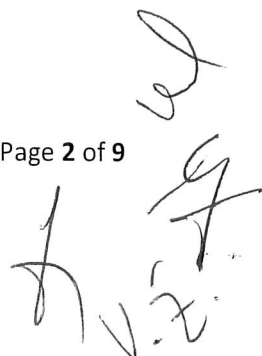
WHEREAS, these challenges are being tackled with a combination of political, socio-economic and environmental approaches, as well as the capacity and skills of the Partner Organizations;

WHEREAS, the Partner Organizations’ collaboration with respect to ENVSEC with relevant think tanks and research institutes has resulted in a better understanding of the interdependency of natural resources, socio-economic development and political stability;

NOW, THEREFORE, THE PARTNER ORGANIZATIONS HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

**Article 1
ENVSEC**

1. ENVSEC is a partnership mechanism that brings together the specialized mandates, expertise, know-how, and networks of the Partner Organizations to reduce environment and security risks and strengthen co-operation on environmental issues among and within countries in Eastern Europe, South Eastern Europe, the South Caucasus and Central Asia.



2. ENVSEC will not be accorded legal personality by any of the Partner Organizations directly or through this MOU. Actions carried out by a Partner Organization with respect to their respective ENVSEC activities will be subject to the regulations and rules of the respective Partner Organization carrying out the action.

Article 2 Interpretation

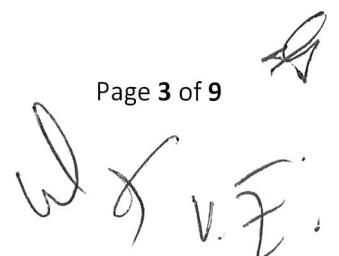
1. This MOU shall be interpreted according to the terms hereof.
2. Implementation of any activities, projects and programmes by any of the Partner Organizations pursuant to this MOU which involves the transfer of funds between the Partner Organizations shall necessitate the execution of appropriate legal instruments between the Partner Organizations. The terms of such legal instruments shall be subject to the provisions of those agreements.
3. This MOU represents the complete understanding between the Partner Organizations and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU.

Article 3 Duration

This MOU shall be effective upon the last date of signature of the Partner Organizations and remain in force until 31 December 2021, unless terminated earlier in accordance with Article 16 below.

Article 4 Purpose

1. The purpose of this MOU is to provide a framework of cooperation and understanding, and to facilitate collaboration between the Partner Organizations to further their shared goals and objectives in the area of environment and security.
2. The objectives of this MOU shall be achieved through:
 - a. Regular dialogue and meetings between the Partner Organizations with respect to their activities further to ENVSEC; and



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b. Collaboration between the Partner Organizations towards coordinated programming in their respective activities in the areas of ENVSEC, which may result in joint activities or other forms of cooperation, in which case their collaboration will be formalized through separate legal instruments between the Partner Organizations involved, to define and implement such activities, projects and programmes, further to and in accordance with their respective regulations, rules, policies and procedures.

Article 5 Areas of Cooperation

Each of the Partner Organizations at its discretion will collaborate with respect to ENVSEC in line with its mandate and comparative advantages through its expertise, capacities, and projects in the area of natural resources management, climate change adaptation, disaster risk reduction, hazardous substances, and information and participation with particular focus on their security implications with the aim of reducing risks to security and enhancing co-operation within and across borders.

Article 6 Organization of the Cooperation

1. The Partner Organizations shall hold regular meetings on matters of common interest, in accordance with an agenda agreed to in advance by the Partner Organizations, for the purpose of developing and monitoring collaborative projects. Such meetings shall take place at least once annually to:
 - a. discuss technical and operational issues related to furthering the objectives of this MOU;
 - b. exchange information on the latest political and technical developments in the environment and security field and discuss prospects for ENVSEC engagement; and
 - c. review progress of work undertaken by the Partner Organizations within the framework of the ENVSEC Initiative in the priority areas of cooperation mentioned in Article 5 above.
2. Within the context defined above, further bilateral or multilateral meetings, as appropriate, at desk-to-desk and at expert level, shall be encouraged and set up on an ad hoc basis as deemed necessary by the relevant Partner Organizations to address matters of common interest for the implementation of activities in specific areas, countries and regions.

3. In implementing activities, projects and programmes in the agreed priority areas, the Partner Organizations may enter into separate legal instruments which may be appropriate or required for their collaboration in the implementation of such initiatives in accordance with Article 2.2 above.
4. Where a Partner Organization is organizing a meeting with external participation at which policy matters related to the aims of this MOU shall be discussed, the Partner Organization shall, as appropriate, either invite other involved Partner Organizations to participate in the meeting or update all Partner Organizations on relevant policy matters discussed at the meeting. Each Partner Organization undertakes to share knowledge and information in its area of operations and expertise relevant to the MOU with the other Partner Organizations.

Article 7

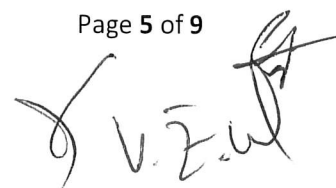
Status of the Partner Organizations and their Personnel

1. The Partner Organizations acknowledge and agree that each Partner Organization is an entity separate and distinct from the other Partner Organizations. The employees, personnel, representatives, agents, contractors or affiliates of all Partner Organizations, including the personnel engaged by any Partner Organization for carrying out any of its ENVSEC-related project activities, shall not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the other Partner Organizations.
2. No Partner Organization shall be entitled to act or make legally binding declarations on behalf of any of the other Partner Organizations. Nothing in this MOU shall be deemed to constitute a joint venture, agency, interest grouping or any other kind of formal business grouping or entity between the Partner Organizations.
3. No single Partner Organization shall make any declarations with respect to ENVSEC or any of the Partner Organizations' activities thereunder or their collaboration with respect thereto, without prior consultation and agreement of all Partner Organizations.

Article 8

Fundraising

1. To the extent permitted by the Partner Organizations' respective regulations, rules and policies, and subject to paragraph 2 of this Article, the Partner Organizations may engage in fundraising

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to support the activities, projects and programmes to be developed or carried out pursuant to this MOU and based on the agreement of all Partner Organizations.

2. No Partner Organization shall engage in fundraising with third parties in the name of or on behalf of the any of the other Partner Organizations, without the prior express written approval of the other Partner Organization(s) in each case.
3. The ENVSEC Trust Fund, as set up by the relevant and separate agreements between the Partner Organizations, shall be continued for receipt and disbursement of funds in support of the Partner Organizations' ENVSEC projects, if it is so decided by the respective donor(s) to the ENVSEC Trust Fund further to and in accordance with the legal framework of the ENVSEC Trust Fund. For the avoidance of doubt, the Partner Organizations' collaboration further to this MOU is separate and distinct from the ENVSEC Trust Fund.
4. For any projects, programmes or activities of any Partner Organizations using funds raised through any joint fundraising activities as described herein, but not including the ENVSEC Trust Fund, the Partner Organization undertaking the ENVSEC project, programme or activities, either alone or in collaboration with other Partner Organizations, shall inform the other Partner Organizations at the regular ENVSEC meetings about received funds and their use.
5. Any funds received by any of the Partner Organizations for ENVSEC activities will be administered in accordance with the financial regulations, rules, policies and procedures of the Partner Organization(s) receiving the funds and undertaking the project, programme or activities and as agreed with the donor(s) providing the funds.
6. The responsibility and financial accountability, including financial reporting, for any funds received by a Partner Organization to finance any ENVSEC-related project, programme or activities, shall be in line with the regulations and rules of the respective Partner Organization(s) undertaking the project, programme or activities and as agreed with the donor(s) for each of such projects. Partner Organizations not undertaking a specific project, programme or activities shall not have any financial liability in relation thereto.

Article 9 **Intellectual Property Rights**

Nothing in the MOU shall be construed as granting or implying rights to, or interest in, intellectual property of the Partner Organizations, except as otherwise provided in Article 2.2.

Article 10
Use of Name and Emblem

1. No Partner Organization shall use the name, emblem or trademarks of the other Partner Organizations, their subsidiaries and/or affiliates, or any abbreviation thereof, in connection with their business or for public dissemination without the prior expressly written approval of the other Partner Organizations in each case. In no event shall authorization of the Partner Organizations' name or emblem be granted for commercial purposes or for use in any manner that suggests an endorsement by a Partner Organization of any other Partner Organizations' products, business practices or services.
2. The Partner Organizations agree to recognize and acknowledge this partnership, as appropriate. To this end, the Partner Organizations shall consult with each other concerning the manner and form of such recognition and acknowledgement.

Article 11
Privileges and Immunities

1. Nothing in or relating to this MOU shall be deemed a waiver of the respective privileges and immunities enjoyed by the United Nations, including its subsidiary organs.
2. Nothing in or relating to this MOU shall be deemed, or interpreted as, a waiver of the privileges and immunities enjoyed by the OSCE and/or its personnel.

Article 12
Confidentiality

The handling of information shall be subject to each Partner Organization's regulations, rules, policies and procedures.

Article 13
Responsibility

Each Partner Organization will be responsible for dealing with any claims or demands arising out of its actions or omissions, and those of its respective personnel, in relation to this MOU.

Article 14
Dispute Settlement

The Partner Organizations shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Any such dispute, controversy or claim between the Partner Organizations which are UN entities, unless settled amicably will be resolved through consultation between the Executive Heads of each of the UN Agencies. Any controversy or claim arising out of, or in accordance with, this MOU or breach thereof between UN Partner Organizations and non UN Partner Organizations shall, unless settled by direct negotiation, be settled in accordance with UNCITRAL Arbitration Rules then in force. The Partner Organizations shall be bound by any arbitral award rendered as a result of such arbitration, as the final adjudication of any such controversy or claim.

Article 15
Notification and Amendments

1. Each Partner Organization shall promptly notify the others in writing of any anticipated or actual material changes that will affect the execution of this MOU.
2. The Partner Organizations may amend this MOU by mutual written agreement, which shall be appended to this MOU and become an integral part of it.

Article 16
Withdrawal and Termination

1. Any Partner Organization may withdraw from this MOU by giving one month prior written notice to the other Partner Organizations. The Partner Organizations shall formally recognize the withdrawal of the Partner Organization at their next meeting.
2. Any withdrawal from the MOU shall be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Partner Organizations accrued prior to the date of withdrawal under this MOU or legal instrument executed pursuant to this MOU.
3. The obligations under Articles 9-14 do not lapse upon expiry, termination of or withdrawal from this MOU.


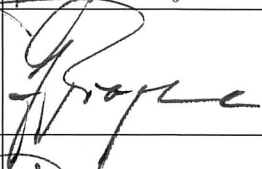
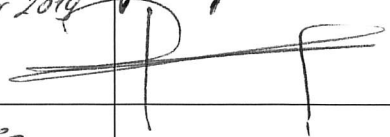
Article 17
Additional Partner Organizations

Another entity seeking to become a Partner Organization to ENVSEC must notify the Partner Organizations in writing of its wish, providing its reasons and intended contributions. Following consultation, should all the Partner Organizations agree in writing to the requesting entity's accession to the MOU, one Partner Organization as decided by all Partner Organizations, acting on behalf of the other Partner Organizations, shall effectuate the accession as a Partner Organization to the ENVSEC by exchanging letters with the requesting entity.

Article 18
Special measures for protection from sexual exploitation and sexual abuse

Sexual exploitation and sexual abuse violate universally recognized international legal norms and standards. When entering into this agreement, all Partner Organizations agree to accept these standards and comply with the respective Partner Organization's respective applicable regulations, rules and policies in this regard. Failure on the part of any Partner Organization 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, shall constitute grounds for termination of this MOU in accordance with Article 16 above.

IN WITNESS WHEREOF, the duly authorized representatives of the Partner Organizations have signed the present MOU in the English language, in four (4) original copies.

	Name/Title	Date and Place	Signature
For the OSCE	Mr. Vuk Zujic Co-ordinator of OSCE Economic and Environ- mental Activities	18 July 2019, Vienna	
For UNDP	Mr. Gerd Trogenmann Manager Istanbul Regional Hub	09 August 2019 Istanbul	
For UN Environment	Mr. Bruno Pozzi Director UNEP Regional Office for Europe	23 September 2019 Geneva	
For UNECE	MICHAEL SYWEL EXECUTIVE OFFICER	Geneva 26/9/2019	