



Memorandum of Understanding

Between

The European Investment Bank (EIB)

And

The United Nations Economic Commission for Europe (UNECE)

The present Memorandum of Understanding (“MoU”) is made between:

The **European Investment Bank**, having its Head Office at 100, Boulevard Konrad Adenauer, L-2950, Luxembourg (**the “EIB”**),

on one part, and

the **United Nations Economic Commission for Europe** having its Headquarters at Avenue de la Paix 8, 1202 Genève, Switzerland (**the “UNECE”**),

on the other part,

together referred to as the “**Parties**”, each of them as a “**Party**”.

THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING:

CONSIDERING that the European Investment Bank is the financial investment arm of the European Union (“EU”) created by the Treaty on the Functioning of the European Union. The role of the EIB is to support investments consistent with EU policy objectives;

CONSIDERING that the United Nations Economic Commission for Europe, a regional commission of the United Nations (“UN”), is an inter-governmental organization established by the United Nations Economic and Social Council in Resolution 36(IV) of 1947. The United Nations Economic Commission for Europe works with Governments and other partners to promote economic cooperation and integration among its Member States;¹

CONSIDERING that the European Investment Bank and United Nations Economic Commission for Europe have a mutual interest in promoting economic cooperation, cohesion and supporting countries in the implementation of the 2030 Agenda and the Sustainable Development Goals (SDGs) 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 MoU with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve the common objective in the areas of mutual interest;

HAVE REACHED THE FOLLOWING UNDERSTANDING:

ARTICLE I – PURPOSE

- 1.1 The purpose of this MoU is to provide a framework for the envisaged cooperation and to facilitate collaboration between the Parties to further support their shared goals and objectives with regards to the implementation of the SDGs across a broad range of thematic and sectorial areas, both on strategic and operational level.

¹ As of February 2021, the UNECE, comprising 56 member States, includes the countries of Europe, but also countries in North America (Canada and United States), Central Asia (Kazakhstan, Kyrgyzstan, Tajikistan, Turkmenistan and Uzbekistan) and Western Asia (Israel).

- 1.2 The entering into this MoU does not prejudice by any means the possibility or right of each Party to collaborate with other entities in the same or similar fields covered by this MoU.
- 1.3 Any existing agreement between the Parties is not affected by this MoU. This MoU does not prevent the signature of any other agreement between the Parties.
- 1.4 The Parties are entering into this MoU having full regard to their internal governing bodies, statutes, institutional mandate and procedures as amended from time to time.

ARTICLE II – Scope of Collaboration

- 2.1 Building on an on-going dialogue between the EIB and the UNECE and by leveraging the Parties' respective comparative advantages and key areas of expertise, the EIB and the UNECE intend to promote greater collaboration in the following thematic areas of work:
 - 2.1.1 Policy collaboration: the Parties intend to leverage synergies between the relevant EU policy goals and global development agenda, using their convening power to maximise impact. This may entail the EIB's participation in the UNECE's high-level policy processes, mutual engagement around relevant strategies, policies and standards and contribution to policy advice on national and trans-national level, within the limits of the respective mandates of the Parties.
 - 2.1.2 Norms and standards: the Parties intend to engage in knowledge sharing and collaboration around the UNECE normative products and analytical outputs. The EIB may continue promoting the UNECE legal instruments in its key strategic and policy documents as relevant, so as to disseminate standards and good practices more widely on the ground.
 - 2.1.3 Capacity building: the Parties intend to enhance the implementation of the UNECE legal instruments by providing support to relevant national and regional stakeholders. This may include partnerships in advisory activities in sectors of common interest.
 - 2.1.4 Operational collaboration/ Projects: the Parties intend to seek opportunities for collaboration on activities that are linked to a specific investment project or have a strong business generation potential. This may include support to the implementation of national action plans and transboundary agreements for joint activities,² investment plans and projects developed by the UNECE and its partners in the framework of the relevant UNECE legal instruments.
- 2.2 The Parties, in accordance with the necessary authorisation required by their respective internal procedures, intend to enhance sectorial collaboration, in areas of common interest, inter-alia including:

² Reference is made to joint activities by the UNECE member States, based on multilateral environmental agreements, supported by the UNECE Secretariat.

- 2.2.1 Environment: Cooperation across a broad variety of environmental sectors, covering air pollution, environmental impact assessment, industrial accidents, transboundary waters, water and health, and public participation.
- 2.2.2 Transport: Transport infrastructure development - sustainable and innovative transport and road safety.
- 2.2.3 Gender: Gender mainstreaming in infrastructure, environmental and climate policy, women's economic empowerment and women's entrepreneurship development.
- 2.2.4 Other sectors: The Parties may seek to develop collaboration in other sectors of mutual interest, such as energy and innovation.
- 2.3 The Parties intend to engage in a regular dialogue at the strategic and operational level, including through regular thematic and/or regional deep dives and consultations, with a focus on increasing the positive impact of investments. The Parties also intend to engage in information exchanges, events to raise awareness on specific topics and joint projects of mutual interest. Secondments in relation to the achievement of specific shared goals may also be envisaged.

ARTICLE III – EXCHANGE OF INFORMATION

- 3.1 Subject to each Party's internal rules and procedures, the Parties may share information for achieving the aims and scope of this MoU according to the form of cooperation agreed to between the Parties.

ARTICLE IV – NON-BINDING NATURE AND PRIVILEGES AND IMMUNITIES

- 4.1 This MoU reflects the Parties' intention to cooperate, expressed in good faith. This MoU does not create any legal obligation or the incurrance of any liability on the Parties. This MoU does not represent any binding commitment with regard to funding or any form of preferential treatment on the part of either Party. Any detailed commitments shall be laid down in separate agreements that may be entered into by the Parties.
- 4.2 Nothing in this MoU shall constitute a waiver, or be construed as constituting a waiver of the immunities, privileges and exemptions enjoyed by the Parties.
- 4.3 It is further understood that nothing in this MoU shall be construed as allowing or compelling the Parties to exceed in any way the boundaries of their respective constituent instruments, mandates, procedures and policies, and resources.
- 4.4 The cooperation between the Parties is subject to the policies and procedures of the Parties and to such further agreements and approvals as may be required for specific proposed activities.

ARTICLE V – DATA PROTECTION, DISCLOSURE RULES AND CONFIDENTIALITY

- 5.1 This MoU may be made publicly available by the Parties in accordance with their respective rules and procedures on data protection and disclosure. By entering into this MoU, the Parties consent to such disclosure.

- 5.2 Unless required by law and subject to the Parties' respective rules and procedures on data protection and disclosure, the Parties agree that information and documents exchanged between the Parties pursuant to this MoU is confidential and should not be disclosed to third parties without consulting in writing with the concerned Party.

ARTICLE VI – USE OF NAME AND EMBLEM

- 6.1 The Parties acknowledge the role and contribution of the other Party in all public information documentation relating to instances of cooperation under this MoU.
- 6.2 Neither Party may use the name, emblem or trademarks of the other Party, its subsidiaries and/or affiliates, or any abbreviation thereof, in connection with its business or for public dissemination without the prior expressly written approval of the other Party in each case.
- 6.3 The EIB acknowledges that it is familiar with the independent, international and impartial status of the UN and the UNECE, and recognises that their names and emblems may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status of the UN and the UNECE.

ARTICLE VII – SETTLEMENT OF DISPUTES

- 7.1 Any dispute arising out of, or in connection with, the interpretation or application of any provision of this MoU will be settled amicably through consultations or by such similar means.

ARTICLE VIII – ENTRY INTO FORCE, DURATION AND TERMINATION

- 8.1 This MoU shall enter into force on the date of its signature by both Parties.
- 8.2 This MoU shall have a validity term of four (4) years from its entry into force. Such term might be extended by written agreement between the Parties, following a review and consultation process by the Parties at the latest six (6) months before the term ends.
- 8.3 If at any time a Party considers, at its sole discretion, that the continuation of this MoU is no longer appropriate, that Party may terminate this MoU by giving 3 months' written notice to the other Party. In this case, the Parties shall take any necessary action to ensure that such termination will not be prejudicial to any activity in progress pursuant to this MoU.

ARTICLE IX – AMENDMENT

- 9.1 No amendment to this MoU shall be effective unless in writing and signed by duly authorized representatives of all Parties. The Parties may amend the provisions herein or enter into supplementary arrangements by mutual agreement between the Parties through an additional written amendment.

ARTICLE X – REVIEW

10.1 The Parties agree that, at any time from its entry into force and the latest 6 months before the term of this MoU ends, they shall consult each other in deciding on possible revisions to the MoU and/or future course of action.

ARTICLE XI – INTERPRETATION

11.1 The section headings in this MoU are for convenience only and are not intended, and shall not be construed to alter, limit or enlarge in any way the scope or meaning of the language contained in this MoU.

ARTICLE XII – CAPACITY OF SIGNATORY

12.1 The person signing this MoU on behalf of each Party hereby states that he or she is an officer of the Party and has requisite legal power and authority to execute this MoU on behalf of the Party.

ARTICLE XIII – LANGUAGE

13.1 This MoU is signed in three originals in the English language.

ARTICLE XIV – NOTICES AND COMMUNICATIONS

14.1 Notices and other communications given under this MoU addressed to either Party shall be made to the address as set out above, or to such other address as a Party previously notifies to the other.

IN WITNESS WHEREOF, the Parties have caused this MoU to be executed on their behalf in three (3) originals in the English language, (2) two copies for the EIB and (1) one copy for the UNECE.

Signed for and on behalf of:

the European Investment Bank (EIB)

By: _____

Ambroise Fayolle, Vice-President

Date: _____

Signed for and on behalf of:

**the United Nations Economic
Commission for Europe (UNECE)**

By: _____

Olga Algayerova, Executive Secretary

Date: _____