

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS

AND

THE INTERNATIONAL ACTION NETWORK ON SMALL ARMS (IANSA)

ON COOPERATION AND CAPACITY BUILDING REGARDING JOINT ISSUES OF INTEREST

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The United Nations, represented by the United Nations Office for Disarmament Affairs (hereinafter referred to as "UNODA"), on the one hand,

and

the International Action Network On Small Arms, headquartered in London, United Kingdom, (hereinafter referred to as "IANSA"), on the other hand,

hereinafter referred to jointly as "the Parties" and each as a "Party",

WHEREAS, under the authority delegated to it by the Secretary-General pursuant to the Secretary-General's bulletin ST/SGB/2008/8 of 27 June 2008, UNODA is entrusted with the responsibility to cooperate in the field of disarmament with organizations of the United Nations system and other organizations;

WHEREAS IANSA is created to facilitate international NGO action that is fundamentally aimed at enhancing the security of persons by preventing the uncontrolled proliferation and misuse of small arms;

WHEREAS IANSA is the designated coordinator of civil society participation in United Nations and regional meetings on small arms control, promoting the partnership with civil society mandated by the Programme of Action to Prevent, Combat and Eradicate the Illicit Trade in Small Arms and Light Weapons in All Its Aspects,

WHEREAS the provisions of the Memorandum of Association of IANSA (2005) authorize the Executive Director to enter into suitable arrangements with other organizations and entities; and

WHEREAS the Parties have a mutual interest to promote cooperative activities in order to respond to the problem of illicit proliferation and misuse of small arms and light weapons and ammunition.

THEREFORE, the Parties have agreed as follows:

Article I
Purpose

The Parties to this Memorandum of Understanding (hereinafter referred to as "MoU") agree to formalize their cooperation and to develop joint activities with a view to reducing the illicit proliferation and misuse of small arms and light weapons and ammunition, as well as to build the capacities of civil society organizations and to strengthen the regional, sub-regional and national networks of civil society organizations on issues of arms control, disarmament, peace and security. This cooperation is to be carried out by each Party in accordance with the mandates, regulations and rules applicable to it.

Article II
Cooperation

1. The Parties undertake to closely cooperate for the realization of their shared objectives defined in this MoU.
2. The Parties agree to facilitate cooperation by developing and implementing joint programmes, projects, or initiatives that are in support of their shared objectives defined in this MoU and that are designed to improve the level of cooperation and exchange of information among them.
3. Joint activities will be implemented by the Parties through specific agreements to be entered into between the Parties in accordance with the provisions of this MoU.

Article III
Areas of Cooperation

1. The Parties undertake to cooperate in the following areas:
 - a) Develop and implement joint projects, programmes and initiatives to counter the illicit proliferation and misuse of small arms and light weapons and ammunition and to reduce and prevent armed violence;
 - b) Build the capacities of regional, sub-regional and national networks of civil society organizations;
 - c) Develop training programmes and awareness-raising strategies for civil society organizations;
 - d) Promote the effective participation of civil society in relevant UN meetings and in regional, sub-regional and national debates;
 - e) Mainstream gender and diversity issues in their joint activities.
2. The Parties undertake to cooperate in other areas of common interest in the field of arms control, disarmament, peace and security through mutual agreement and in consultation with each other.

Article IV
Consultation

The Parties agree to consult periodically, as required, on matters of mutual interest with a view to assisting each other in achieving their respective objectives in the areas of addressing the problem of illicit proliferation and misuse of small arms and light weapons and ammunition and related activities, as well as strengthening the capacities of civil society organizations to deal with these issues, and, where appropriate, to coordinate activities to this end. A written record of the proceedings and decisions reached in the consultations will be adopted when agreed by the Parties and maintained.

Article V
Participation

1. This MoU sets out a framework for cooperation by the Parties and does not obligate any funds. The duly appointed representatives of the Parties will hold preliminary discussions and exchange correspondence on initiating projects and any associated funding or cost through specific cooperation agreements and/or reimbursable agreements. Specific projects once identified will be subject to the approval of both UNODA and IANSA and agreed to in accordance with their respective organization's rules and regulations.

2. Nothing in this MoU shall obligate either of the Parties to expend appropriations or enter into any contract, agreement or other obligation except as they may mutually agree in writing.

3. The collaboration of the Parties under this MOU will be on a non-exclusive basis. Therefore, this MoU in no way restricts either of the Parties from participating in similar arrangements or agreements, including the pursuit of project funding, with other public agencies, non-profit organizations or individuals

Article VI
Responsible officials

1. The designated representatives of the Parties responsible for implementation of this MoU and receiving notice hereunder are:

For IANSA

Executive Director
International Action Network on Small Arms
Development House, 56-64 Leonard Street
London, EC2A 4LT
United Kingdom

Tel: +44 20 7065 0870
Fax: +44 20 7065 0871

For the United Nations

High Representative for Disarmament Affairs
United Nations Office for Disarmament Affairs
United Nations
New York, NY 10017
United States

Tel: +1 212 963 1570
Fax: +1 212 963 4066

2. Either Party may change its designated representative under this Article by giving advance written notice to the other.

3. Any notice or request under this MOU shall be in writing and shall be deemed to have been delivered when it is delivered by mail, e-mail, or facsimile to the designated representative of the Parties set out in paragraph one above.

Article VII
Dispute resolution

The Parties shall attempt to resolve amicably any disputes arising in relation to the interpretation and/or implementation of this MoU. More detailed dispute mechanisms, which may include arbitration under the UNCITRAL Arbitration Rules, shall be provided in the specific agreements entered into between the Parties in accordance with the provisions of Articles II and V above.

Article VIII
Privileges and Immunities

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 IX
Entry into force, amendments and duration

1. The MoU shall enter into force upon signature by the duly authorized representatives of the Parties.

2. The MoU may be amended by mutual consent of the Parties expressed in writing.
3. Either Party may suspend or terminate the present MoU by giving thirty (30) days' written notice to the other Party.
4. The Parties shall consult on the validity or duration of projects the implementation of which may be affected by the suspension or termination of this MoU. Termination of this MoU, however, shall not affect the obligations assumed by either Party through binding legal commitments prior to receipt of a notice of termination concerning projects or activities in effect, pursuant to individual project agreements referred to in Articles II and V I
5. IANSA shall not assign this MoU or any of its rights, interests or obligations under this MoU without the prior written consent of UNODA.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this MoU in duplicate on the date and at the place indicated below

For the
International Action Network on Small Arms
Sarah Masters

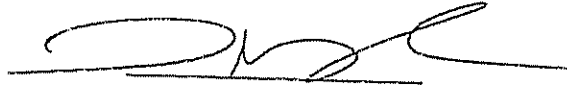
For the
United Nations
Sergio Duarte



Acting Executive Director

Date: 07/02/11

Place: NEW YORK



High Representative
for Disarmament Affairs

Date: 04/02/11

Place: NEW YORK