



MEMORANDUM OF UNDERSTANDING
between the United Nations,
represented by the United Nations Office of Counter-Terrorism,
and the Interparliamentary Assembly of Member Nations of the
Commonwealth of Independent States,
represented by the Secretariat of the Commonwealth of Independent
States Inter-Parliamentary Assembly Council

The Interparliamentary Assembly of Member Nations of the Commonwealth of Independent States (hereinafter referred to as the “IPA CIS”), represented by the Secretariat of the Commonwealth of Independent States Inter-Parliamentary Assembly Council (hereinafter referred to as the “Secretariat of IPA CIS Council”) and,

The United Nations (hereinafter referred to as the “UN”), represented by the United Nations Office of Counter-Terrorism (hereinafter referred to as the “UNOCT”),

Collectively referred to as the “Parties”, and separately as “Party”,

Considering the common interest of the Parties in strengthening co-operation in preventing and countering terrorism and other matters of common interest,

Desiring to facilitate the achievement of the objectives set out in the Charter of the UN, relevant resolutions of the UN General Assembly and Security Council, and for IPA CIS, the Charter and principles of the Commonwealth of Independent States (hereinafter referred to as the “CIS”),

Aiming at ensuring effective co-ordination of the Parties’ activities in the areas of mutual interest,

have come to mutual understanding on the following:

Article 1: Purpose

1. The purpose of this Memorandum of Understanding (hereinafter referred to as the “MoU”) is to outline the areas of cooperation between the Parties and the modalities for such cooperation.
2. This MoU is a record of the understanding between the Parties for the cooperation and is not legally binding. It is not intended to create and does not create any legally binding rights, liabilities or obligations under international law or any national law and does not affect the rights and obligations of each Party under existing agreements or memorandums.

Article 2: Scope of Co-operation

1. The scope of this MoU will comprise the following:
 - a) to co-operate closely and consult with each other on a regular basis on matters related to preventing and countering terrorism;
 - b) to promote the balanced implementation of the UN Global Counter-Terrorism Strategy (set out in A/RES/60/288) where it intersects with the mandate of the IPA CIS; and
 - c) to co-operate in providing analytical, expert, legal and other assistance in relation to the development of legislative acts addressing terrorism and violent extremism, as and when conducive to terrorism, by IPA CIS parliaments.
2. The Parties’ cooperation under this MoU will be subject to and in accordance with each Party’s respective mandate, regulations, rules, policies and procedures, and the decisions of their governing bodies.

Article 3: Joint Activities

1. The Parties will exchange relevant documents and other information on matters of mutual interest related to preventing and countering

terrorism, particularly on relevant initiatives with regard to planning and development of projects on issues relating to counter-terrorism.

2. The Parties will endeavour to conduct joint activities to support the balanced implementation within national legal systems of the four pillars of the UN Global Counter-Terrorism Strategy and relevant UN Security Council resolutions on counter-terrorism.
3. The Parties will endeavour to conduct under their auspices joint activities on matters of mutual interest in accordance with procedures to be decided upon in each specific case, which will be in line with regulations, rules, policies, procedures in place in both Parties and the decisions of their respective governing bodies.
4. The Parties will conceptualize such activities in consultation with each other and will make the necessary arrangements to launch and implement joint activities. To that end, the Parties will endeavour to discuss upcoming plans and the possibility of joint actions on a regular basis.
5. The Parties may invite one another, as appropriate, to attend meetings, conferences and other events that they organize which are relevant to the subject matter of this MoU.
6. This MoU does not limit the rights of the Parties to conclude other agreements or arrangements with other organizations on the subject matter of the present MoU.

Article 4: Administrative and Financial Arrangements

1. The Parties may, as appropriate, conclude separate agreements or arrangements, in writing, concerning the implementation of specific projects or activities pursuant to the present MoU, which set out the terms and conditions of their collaboration for the specific projects or activities, including with respect to financial and legal issues, as well as any other relevant matters.
2. Unless expressly stated in the activity-specific arrangements or agreements to be concluded under paragraph 1 of this Article, nothing

in this MoU will be construed as creating financial obligations or commitment of resources, financial or otherwise, between the Parties.

3. Unless otherwise expressly agreed by the Parties in writing, the Parties will cover their own expenses arising from any activities taking place under this MoU.

Article 5: Intellectual Property

1. Nothing in this MoU will be construed as granting or implying rights to, or interest in, intellectual property of one Party to the other Party. Each Party will retain all rights, title, and interest in and to any materials developed by or on behalf of such Party, or otherwise acquired by such Party, either prior to the effective date of the MoU or in furtherance of the objectives of this MoU during its term, and any modifications thereto.
2. In the event that the Parties foresee that intellectual property that can be protected will be created in relation to any project, programme, or activity to be carried out under this MoU, the Parties will negotiate and agree on terms of its ownership and its use in a separate written agreement or arrangement by the Parties referred to in Article 4, paragraph 1.

Article 6: Contact and Liaison

1. The Parties will designate focal points (hereinafter referred to as “Coordinators”) who will:
 - a) coordinate the implementation of this MoU, monitor progress, and meet when necessary to evaluate and identify new opportunities for cooperation;
 - b) cooperate to develop joint information tools such as, publication of appropriate printed and online materials, as may be considered necessary, to increase access to information and level of awareness on matters of mutual interest; and

- c) develop recommendations for joint or coordinated awareness-raising of relevant international norms and standards on issues of mutual interest.
2. All correspondence related to the performance of tasks under this MoU will be done through designated Coordinators. Any change to the Coordinators will be communicated in writing to the other Party in a timely manner.

Article 7: Use of Names, Emblems or Logo

Neither Party will use the names, including any abbreviation thereof, emblems, official seal, logos, trademarks or flags of either Party, its affiliated organizations and (or) branches, in its activity or otherwise without the written approval of the other Party in each instance. In no event will authorization to use the names, including any abbreviation thereof, emblems, official seal, logos, trademarks or flags of the UN, UNOCT, CIS or the IPA CIS be granted for commercial purposes.

Article 8: Dispute Resolution

Any dispute or disagreement between the Parties concerning the interpretation, implementation or application of this MoU will exclusively be settled amicably by consultation between the Parties.

Article 9: Privileges and Immunities

Nothing in or relating to this MoU will be deemed a waiver, express or implied, of any of the privileges and immunities, exemptions and facilities enjoyed or which may be enjoyed by the Parties, including their subsidiary organs and their personnel.

Article 10: Amendment and Termination

1. This MoU will come into effect on the date of its signing by both Parties.
2. This MoU will expire after five (5) years and may be renewed by mutual agreement of the Parties in writing, no later than 90 days prior to the date of its expiration.

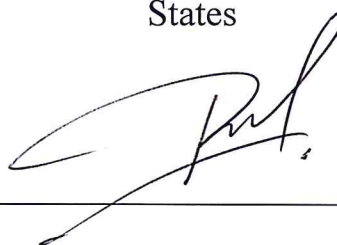
3. This MoU may be amended by mutual agreement of the Parties in writing.
4. This MoU may be terminated by either Party at any time by giving the other Party ninety (90) days' written notice. Where notice of termination is given, the Parties will take immediate steps to bring all activities under this MoU to a close in a prompt and orderly manner. Unless agreed otherwise, the termination of this MoU will not have any effect on the separate agreement and arrangements concluded under paragraph 1 of Article 4 above.

Article 11: Languages

In witness whereof, the duly authorized representatives of the United Nations, acting through the UNOCT, and of the IPA CIS, acting through the Secretariat of IPA CIS Council, have signed this MoU in two (2) authentic copies in English and two (2) authentic copies in Russian, all texts have the equal content. In the event of a dispute or disagreement as to the interpretation of this MoU, the English version will be used.

For the United Nations

For the Interparliamentary Assembly
of Member Nations of the
Commonwealth of Independent
States



Vladimir VORONKOV
Under-Secretary-General of the
United Nations Office of Counter-
Terrorism

Dmitry KOBITSKY
Secretary-General of the
Commonwealth of Independent
States Inter-Parliamentary Assembly
Council

Date: 8 September 2021

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