

MEMORANDUM OF UNDERSTANDING
Between
THE UNITED NATIONS
and
[INSERT FULL LEGAL NAME OF COUNTERPARTY]

For the use and license of Local Online Service Index data

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered between the United Nations, an international intergovernmental organization founded by its Member States pursuant to the Charter of the United Nations signed in San Francisco on 26 June 1945 and having its Headquarters in New York, New York, USA, represented by its Department of Social and Economic Affairs (“DESA”) (hereinafter the “UN” or the “United Nations”), and [INSERT FULL LEGAL NAME OF COUNTERPARTY], having its principal place of operations at [INSERT ADDRESS] (“Entity”).

WHEREAS, the United Nations University Operating Unit on Policy-Driven Electronic Governance of the United Nations University (“UNU-EGOV”) has developed, in collaboration with DESA, a research methodology to assess the websites of municipalities/cities worldwide that led to the creation of the Local Online Service Index (LOSI), which is in the public domain;

WHEREAS, Entity wishes to use the LOSI methodology to enable the benching of e-governance between cities and municipalities, in consultation with DESA and UNU-EGOV;

WHEREAS, the use of the LOSI methodology creates data unique to the Entity (“LOSI Data Analysis”), and the Entity wishes to provide the United Nations with a license to the LOSI Data Analysis for the academic and research purposes of the UN; and

WHEREAS, the United Nations wishes to be consulted by the Entity on the Entity’s use of the LOSI methodology and to accept the Entity’s license to the LOSI Data Analysis, in accordance with the terms and conditions set forth herein.

NOW THEREFORE, subject to their mutual covenants and for valuable consideration, receipt and sufficiency of which are hereby acknowledged, the United Nations and the Entity (hereinafter referred to collectively as the “Parties” and individually as a “Party”) hereby agree as follows:

Article I
Purpose and Scope of MOU

1. The purpose of this MOU is to set out the manner in which the Entity (i) undertakes the LOSI Data Analysis, and (ii) provides the United Nations with a license to use the LOSI Data Analysis, in accordance with the terms herein, via the e-government assessment platform hosted on the DESA website at <https://publicadministration.un.org/egovsurvey> (the “DESA Website”).
2. The Entity may use the LOSI methodology, in consultation with DESA and UNU-EGOV.
3. The Entity shall conduct LOSI Data Analysis, at its own cost, by using the LOSI methodology, in consultation with DESA and UNU-EGOV.

4. The Entity and the UN, including DESA and UNU-EGOV, may publish the LOSI Data Analysis in accordance with this MOU. The Entity shall consult with the UN prior to the Entity's publication of the LOSI Data Analysis.

Article II
Intellectual Property, including License

1. The Entity retains all intellectual property rights in the LOSI Data Analysis.
2. The Entity grants to the United Nations a universal, non-exclusive, perpetual and royalty-free license to use the LOSI Data Analysis for the academic and research purposes of the United Nations, which includes the right to publish the LOSI Data Analysis. For this purpose, the Entity shall place the LOSI Data Analysis on the e-government assessment platform hosted on the DESA Website, in accordance with the terms of use of the DESA Website.
3. The Entity confirms that it has the necessary rights, permissions and licenses, including with respect to copyright and other intellectual property rights owned by third parties whose materials have been incorporated into the LOSI Data Analysis to enable the Entity to grant the United Nations the abovementioned license in accordance with this MOU.
4. Unless the Entity has agreed in writing to allow other users of the DESA Website to use the LOSI Data Analysis, the UN shall not provide such users with access to the LOSI Data Analysis.
5. The United Nations shall acknowledge the provision of the above license by the Entity as follows:
[PARTIES TO INSERT].

Article III
Legal Relationship between the Parties and Liability

1. The Parties agree and acknowledge that the Entity has a legal status separate and distinct from the United Nations and it shall not be considered, for any purposes whatsoever, as having a legal status connected with or dependent upon the United Nations, nor shall its personnel be considered as staff members, representatives, agents or other affiliates of the Entity. Without restricting the generality of the preceding sentence, the United Nations shall not be liable for the acts or omissions of the Entity or of its employees, officers, consultants or subcontractors in the performance of any obligations under this MOU.
2. The Entity shall indemnify, hold and save harmless, and defend, at its own expense, the United Nations, including DESA, its officials, employees, consultants, contractors and agents from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Entity, or its employees, officers, consultants or subcontractors, in the performance of any obligations under this MOU. This provision shall extend, *inter alia*, to claims and liability in the nature of workers' compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or their intellectual property by the Entity, its employees, officers, consultants or subcontractors. The obligations of this Article do not lapse upon termination of this MOU.

Article IV
UN name, abbreviation and emblem

1. The Entity agrees to not use the UN name, any abbreviation thereof, or emblem, in connection with its operations, affairs or otherwise, without the UN's prior written permission. Under no circumstances shall authorization be provided to use the UN name, any abbreviation thereof, or emblem for commercial purposes.

Article V Dispute Resolution

1. Amicable Settlement. The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of this MOU or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the UN Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.
2. Arbitration. Any dispute, controversy, or claim between the Parties arising out of this MOU or the breach, termination, or invalidity thereof, unless settled amicably under Article V (1), above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under this MOU, order the termination of this MOU, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under this MOU, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the MOU, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. In addition, unless otherwise expressly provided in this MOU, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. Should LIBOR no longer be available, the United States Federal Reserve Bank of New York's Secured Overnight Financing Rate (SOFR) then prevailing shall be used, and any such interest shall be simple interest only. In light of the privileges and immunities of the United Nations, references in the UNCITRAL Arbitration Rules and this provision to the place of arbitration shall connote only the actual location for the arbitral proceedings but shall not mean the "seat" or "juridical seat" or "juridical place" for such proceeding. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

Article VI Privileges and Immunities

3. Nothing herein shall be a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs, which are specifically reserved.

**Article VII
Assignment**

1. The Parties may not assign, transfer, pledge or make any other disposition of the MOU, or any part of the MOU, or of any of the rights, claims or obligations under the MOU except with the prior written authorization of the other Party. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on the other Party.

**Article VIII
Termination**

1. This MOU may be terminated by either Party by written notice to the other Party and shall terminate sixty (60) days after receipt of such notice. Upon termination of the MOU, the Parties shall cooperate to bring the arrangements set forth in this MOU to an orderly conclusion subject to the following: the Parties agree that the license provided hereunder shall not terminate, in the event that the MOU is terminated by either Party, and that the UN may use the LOSI Data Analysis for its academic and research purposes and retain its copies of the LOSI Data Analysis prepared hereunder.

**Article IX
Modification**

1. This MOU may only be modified by a written amendment hereto signed by duly authorized representatives of the respective Parties.

IN WITNESS WHEREOF, the duly authorized representatives of each of the Parties have affixed their signatures below.

FOR THE UNITED NATIONS:

**FOR [INSERT FULL LEGAL NAME OF
COUNTERPARTY]:**

Name: _____

Name: _____

Title: _____

Title: _____

Department of Economic and Social
Affairs

Date: _____ 202[]

Date: _____ 202[]