



Office of the Deputy Secretary-General

ICC
DM

28 May 2009

Dear DSG,

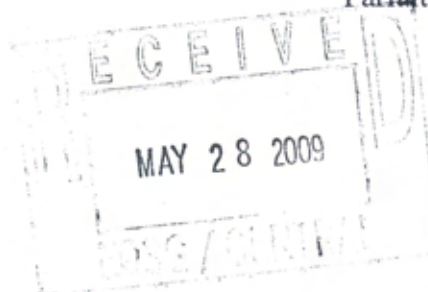
Please find attached a cooperation of agreement with the International Chamber of Commerce and the UN in order to promote procurement from developing countries and countries with economies in transition.

The agreement has been reviewed by the office of Legal Affairs and the Department of Management and it is recommended that you approve it on behalf of the SG.

Thank you,

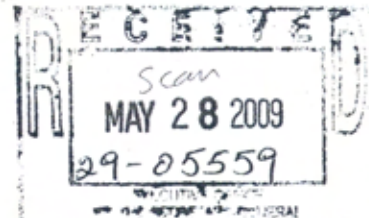
A handwritten signature in black ink, appearing to read 'Parfait Onanga-Anyanga'.

Parfait Onanga-Anyanga



Same doc logged
as 24-05348

BSG



Note to the Deputy Secretary-General

Cooperation agreement with the International Chamber of Commerce ✓

The General Assembly in its resolution 59/288 requested the Secretary-General to take further steps to sensitize the business community to procurement opportunities within the United Nations system and explore innovative ways to promote procurement from developing countries and countries with economies in transition.

In this connection, the Procurement Division contacted the International Chamber of Commerce World Chambers Federation (ICC WCF) which represents the ICC's chamber of commerce members worldwide. The voluntary partnership between the ICC WCF and the United Nations is based on a joint vision and common approach. The ICC WCF would actively provide support through its own resources, networks and tools to vendors seeking business opportunities in the United Nations procurement and the Procurement Division will assist ICC WCF in providing education tools and up-to-date information on United Nations procurement operations.

Please find attached a draft cooperation agreement between the UN and ICC WCF prepared in consultation with the Office of Legal Affairs. This agreement demonstrates Organization's further commitment to continue its outreach to identify new vendors from developing countries and countries with economies in transition and increase their procurement opportunities.

I propose that Mr. Paul Buades, Director of Procurement Division, be authorized to sign the cooperation agreement on behalf of the Organization. I would be grateful if you could seek the Secretary-General's approval and his signature on the attached authorization request.

A handwritten signature in cursive script, appearing to read "Angela Kane".

Angela Kane
27 May 2009

cc: Mr. Sach

REFERENCE:

FULL POWERS

I, BAN Ki-moon, Secretary-General of the United Nations,

HEREBY AUTHORIZE Mr. Paul Buades, Director of the United Nations Procurement Division, Office of Central Support Services, to sign the Cooperation Agreement between the United Nations and the International Chamber of Commerce (ICC), acting through its World Chambers Federation, in regards to the Partnership in Education and Training Programmes for Staff serving respective Organisations and to promote United Nations Vendor Registration, in Kuala Lumpur, Malaysia on 4 June 2009.

Done at New York, on the ____ of May 2009.



COOPERATION AGREEMENT

BETWEEN

**INTERNATIONAL CHAMBER OF COMMERCE, ACTING
THROUGH ITS WORLD CHAMBERS FEDERATION**

And

**THE UNITED NATIONS, ACTING THROUGH ITS OFFICE OF
CENTRAL SUPPORT SERVICES (OCSS),
PROCUREMENT DIVISION**

**In regards
To the Partnership in
Education and Training Programmes
for Staff serving respective Organisations and to
Promote United Nations Vendor (1) Registration**

<http://www.un.org/depts/ptd/>

<http://www.ungm.org>

(1) With emphasis from Developing Countries and Countries with Economies in Transition

This Cooperation Agreement is entered into by and between:

The International Chamber of Commerce (ICC), acting through its World Chambers Federation ("ICC WCF"), an entity incorporated under the laws of France.

and

The United Nations, acting through its Office of Central Support Services, Procurement Division ("UN/PD").

Hereinafter ICC WCF and UN/PD are referred to collectively as the "Parties", and individually as a "Party".

1 Introduction

The United Nations (UN) Secretariat currently spends over US\$3 billion per annum on the procurement of goods and services to support its Headquarters in New York, peacekeeping missions, Offices Away from Headquarters, Criminal Tribunals and its various Economic and Social Commissions. As such the Organization is always looking to expand its database of suppliers given the rising demands for procurement services to support increasingly complex interventions. Similarly the, the UN system spends more than US\$10 billion per annum.

In 2005, by the terms of UN General Assembly resolution 59/288, adopted on 29 April 2005, the General Assembly took note of the efforts made by the Secretary-General to increase procurement opportunities for developing countries and countries with economies in transition, and requested the Secretary-General among other things:

- a. To continue to simplify the vendor registration process, taking into account access to the Internet; and
- b. To take further steps to sensitize the business community to procurement opportunities within the United Nations system, with emphasis among other things on the issue of "Diversity of sources of procurement".

Based on previous experiences with individual Chambers of Commerce which have contributed to a joint vision and a common approach, the Parties decided to sign a Cooperation Agreement and formalize a voluntary and global partnership in which the ICC WCF would play an active role in providing through its own resources, networks, systems and tools and encourage vendors seeking business opportunities to use the UN procurement system. UN/PD, acting as the UN Secretariat Procurement Focal Point, will assist ICC WCF in providing information, education tools, and up-to-date information on the UN procurement operations.

2 Purpose

In order to implement our shared objectives, the purpose of this Cooperation Agreement is to set out the terms and conditions under which the Parties will cooperate together in a spirit of goodwill to best assure that the needs and goals of United Nations to increase procurement opportunities for developing countries and countries with economies in transition are met.

3 Term

This Cooperation Agreement shall enter into force upon signature by the Parties and shall continue until terminated as set out in Article 10.1 herein.

4 Mandate and Governing Principles of the ICC WCF

ICC, the world business organization, is the voice of world business championing the global economy as a force for economic growth, job creation and prosperity. ICC broad spectrum of activities include arbitration and dispute resolution, promoting open trade and the market economy system, business self-regulation, fighting corruption and combating commercial crime. ICC sets the rules and guidelines for international business.

ICC member organizations include companies and corporations from all sectors, as well as chambers of commerce and trade associations from all around the world. Through membership of ICC, companies shape rules and policies that stimulate international trade and investment. These companies in turn count on the prestige and expertise of ICC to get business views across to governments and intergovernmental organizations, whose decisions affect corporate finances and operations worldwide.

WCF represents ICC's Chamber of Commerce community, providing a forum for this special interest group to work on projects and areas of mutual interest in the daily operations and affairs of a chamber. All chambers that are members of ICC, are members of WCF. WCF gathers chambers of all types, at transnational, national, regional and local levels. WCF not only helps individual chambers to become more productive, but also strengthens the links between them, in order to exchange experiences and best practices, and better serve their Small and Medium Size Enterprises (SME) members.

The WCF's role and responsibilities have been mapped out within its Bylaws. These were first drafted by ICC's chamber members upon its foundation as International Information Bureau of Chambers of Commerce (BIICC) in 1951. They were updated most recently in 2008.

The role of the WCF is to:

- a. Promote and protect the concept of chambers of commerce as essential intermediaries between business and government, and between business and the general public;
- b. Provide assistance in the establishment of chambers of commerce or the strengthening of existing chambers, especially in developing countries and emerging economies;
- c. Encourage cooperation between chamber organizations throughout the world, so to extend the range and improve the effectiveness of the services that chambers provide;
- d. Provide a forum where chamber leaders can communicate with each other and collaborate on matters of mutual interest, whether in solving problems or realizing opportunities;
- e. Facilitate the role of chambers of commerce as local business support agencies;
- f. Administer the ATA guarantee chain (according to Article 5);

- g. Initiate and/or participate in any appropriate chamber-based international service chains;
- h. Encourage chambers of commerce and their members to cooperate in activities of ICC.

5 Definition of Partnership Support for Outreach Activities

For the purposes of this Cooperation Agreement, "Partnership" is defined as:

"The provision based on goodwill of active collaborative and mutually beneficial actions and support to both Parties with a view to:

- a. Providing new business opportunities for ICC WCF members;
- b. Supporting the outreach needs and efforts by the UN to increase its vendor database;
- c. Educating ICC WCF staff and vendors about doing business with the UN;
- d. Registering more vendors from the developing countries and countries with economies in transition."

The Parties reserve the right to amend this definition subject to their mutual agreement in writing, in accordance with Article 10.3 herein.

6 Activities Assumed by the Parties in a "Partner Role" in Outreach Activities

Each Party shall implement activities under this Cooperation Agreement in accordance with the regulations, rules, policies and procedures applicable to it.

In assuming a "partner role" in outreach activities, ICC WCF and UN/PD agree to:

- a. Continue to assist each other in making their activities more widely known within the respective Organisation membership, in particularly through their respective contacts in member countries;
- b. Regularly exchange information and materials on their respective programmes of action, training, publications, and meetings;
- c. Hyperlink their respective websites, including promotional banners where appropriate, subject to and in accordance with the regulations and rules applicable to each Party;
- d. Encourage and facilitate their respective local representatives and/or ICC WCF members organizations to make direct contact with a view to establishing cooperation. Possibilities could include joint round-tables or business seminars, as well as other partnership opportunities;
- e. Where either Party plans for round-tables or business seminars that might be of interest for the other Party, the organizing Party will inform the other Party in due time, it being understood that the latter will strive at publicizing the project

6.1 Specifically, UN/PD will:

- a. Announce, as appropriate, the cooperation with the ICC WCF through, for example, its regular news channels, and conferences;
- b. Support and participate in specific events organized by ICC WCF member organizations when relevant and appropriate;
- c. Endeavor to inform its network and vendors about the ICC WCF and will encourage them to consider their involvement with local chambers;
- d. As appropriate, make available at its in-country and other meetings, as well as other activities information and materials on the, as well as its activities and mission of the ICC WCF, provided by ICC WCF, as well as its partnership with ICC WCF. These will be determined by both parties on a case-by-case basis;
- e. Provide ICC WCF and its members, secure consistent access to appropriate educational material on doing business with the UN;
- f. Provide ICC WCF staff opportunities to increase their awareness about UN procurement activities.

6.2 Specifically, ICC WCF will:

- a. Announce the cooperation between ICC WCF and UN/PD through its regular channels, conferences, mail outs, fax-outs and emails, etc;
- b. will assist in fostering and establishing local partnerships and links with members of the WCF global chamber of commerce community and other similar organizations as well as ICC national committee and membership network;
- c. Help UN/PD expand its activities abroad by introducing it to the WCF partners' network;
- d. Support/participate/promote/sponsor specific events organized by UN/PD when relevant;
- e. Make available at its various events, information and materials on the UN/PD, as provided by UN/PD. Such materials can include brochures, websites, audio visual and other educational materials, as available. Methods can include presentations, booth facilities as well as private meetings.

7 Financing and implementation of the Cooperation Agreement

This Cooperation Agreement is based on a goodwill agreement and does not obligate either Party to provide any funds to the other Party. The Parties shall bear their own costs in the performance of any responsibility or activity under this Cooperation Agreement.

Nothing in this Cooperation Agreement shall obligate either Party to appropriate funds or enter into any contract, agreement or other obligation except as set forth in this Cooperation Agreement or as they may mutually agree in writing.

8 Public Representations

It is agreed that any UN/PD and ICC WCF press releases and any other public announcements will be consistent with the terms agreed in this Cooperation Agreement and with prior coordination between the Parties. Specifically, the ICC WCF and UN/PD shall be referred to as a "partner" in respective outreach activities.

Neither Party shall 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 otherwise, including in any press releases and any other public announcements, without the express prior written approval of the other Party in each case. In no event shall authorization be granted to use the United Nations or the UN/PD name, including their acronyms, or the United Nations emblem for commercial purposes.

9 Reporting/Coordination

Both Parties agree to regularly keep each other informed on the progress of the activities set out above, through the mechanisms established by the Parties and through any specifically agreed coordination mechanisms established for individual operations.

The UN/PD and the ICC WCF shall each designate a representative who shall act as a focal point between the Parties for all matters relating to the implementation of this Cooperation Agreement and shall communicate in writing to each other, within ten (10) days following the entry into force of this Cooperation Agreement, the name and title of their representative (hereinafter referred to as the "UN Coordinator" and the "ICC WCF Coordinator"). The UN Coordinator and the ICC WCF Coordinator shall regularly, and at a minimum, every month, consult on all matters relating to this Cooperation Agreement.

10 Final Provisions:

10.1 Termination:

- a. Either of the Parties may terminate this Cooperation Agreement for any reason at any time by giving ninety (90) days prior written notice to the other Party
- b. Either Party may immediately terminate this Cooperation Agreement if (i) its name, including any abbreviation of the name, logo or emblem has suffered disrepute as a result of the acts or omissions of the other Party, or (ii) after having brought to the attention of the other Party a material breach of the Cooperation Agreement, the other Party has not rectified that violation within fifteen (15) days of receipt of notification.
- c. In case of termination, the Parties undertake to continue to collaborate in good faith with a view to allow for the smooth conclusion to terminate any activities governed under this Cooperation Agreement.

10.2 Dispute Settlement:

Should there be disagreement between the Parties to this Cooperation Agreement, the matter will be resolved through amicable negotiation.

10.3 Amendment:

The Cooperation Agreement may be modified at any time in writing as agreed by the Parties. Material modifications will only go into effect once signed by the Parties.

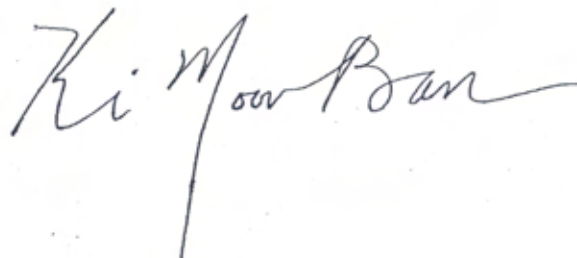
REFERENCE:

FULL POWERS

I, BAN Ki-moon, Secretary-General of the United Nations,

HEREBY AUTHORIZE Mr. Paul Buades, Director of the United Nations Procurement Division, Office of Central Support Services, to sign the Cooperation Agreement between the United Nations and the International Chamber of Commerce (ICC), acting through its World Chambers Federation, in regards to the Partnership in Education and Training Programmes for Staff serving respective Organisations and to promote United Nations Vendor Registration, in Kuala Lumpur, Malaysia on 4 June 2009.

Done at New York, on the 28th of May 2009.



10.4 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 UN/PD.

10.5 Copyright:

This Cooperation Agreement does not in any way amount to the assignment, transfer or a grant in any other manner, of any copyright or any other intellectual or property rights that the UN/PD may have in its brochure, audio visual and other materials, education tools, press releases any other public announcements and information on the UN procurement operations.

10.6 Relationship between the Parties:

Nothing in this Cooperation Agreement shall be deemed or construed to create, or have intended to create a joint venture, employment or agency relationship between the Parties hereto. The Parties agree that their cooperation under this Cooperation Agreement is non-exclusive.

10.7 Assignment of Duties and Responsibilities:

The ICC WCF shall not assign, transfer, pledge or make other disposition of this Cooperation Agreement or any part thereof without the prior written consent of UN/PD. In the event ICC WCF requires the services of sub-contractors, the ICC WCF shall obtain the prior written approval and clearance of UN/PD for all sub-contractors. The approval of UN/PD of a sub-contractor shall not relieve the ICC WCF of any of its obligations under this Cooperation Agreement. The terms of any sub-contract shall be subject to and conform with the provisions of this Cooperation Agreement:

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Parties, have signed this Cooperation Agreement on the dates and at the places indicated below:

For the ICC
Acting through its World Chambers Federation

Rona Yircali
Chair
ICC WCF

For the United Nations
Acting through its Office of Central
Service, Procurement Division

Paul Buades
Director, Procurement Division
United Nations

Signature:

Signature:

Thursday 4th June 2009
Kuala-Lumpur (Malaysia)
Date and Place