



## **Memorandum of Understanding**

**between**

**The International Trade Centre**

**and**

**Iran Trade Promotion Organization**

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**and**  
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WHEREAS the International Trade Centre (hereinafter referred to as "ITC"), with headquarters at Geneva, Switzerland, the development partner for trade success, is the joint technical cooperation agency of the World Trade Organization and the United Nations;

WHEREAS Iran Trade Promotion Organization (hereinafter referred to as "ITPO") with headquarters at Tehran, is in charge promotion of trade in the Islamic Republic of Iran;

**NOW, THEREFORE**, the ITPO, acting under its sole institutional capacity, and ITC (hereinafter collectively referred to as the "Parties", and each individually as a "Party") have agreed to the following:

**Article 1**            **PURPOSE**

The purpose of this Memorandum of Understanding (hereinafter referred to as "MOU") is to provide the framework for cooperation in technical assistance between the ITPO and ITC in areas of trade and investment.

**Article 2**            **AREAS OF COOPERATION**

Subject to the availability of funds, by ITPO or third parties to be agreed by the Parties, the Parties' respective strategic frameworks and priorities, and without prejudice to the necessary approvals required pursuant to the Parties' internal regulations and rules in effect at the time of the planned implementation, the Parties' cooperation will be developed around the following areas:

1. Support in the design and coordination of a National Export Strategy, including prioritization of sectors and sector trade strategies;
2. Benchmark Iran's Trade Promotion Organization, Performance Improvement Roadmap and Measurement, including training for Commercial Attaché/Foreign Trade Representation;

3. Training on sector value chains success stories;
4. Capacity building of selected small and medium sized enterprises (SMEs) and Trade Promotion Organization (TPO) staff in market analysis and trade intelligence;
5. Pilot projects using the Trade Accelerator approach to foster the integration of youth-owned SMEs into international markets.

### **Article 3      IMPLEMENTATION OF THE MOU**

1. The President of the ITPO and the Executive Director of ITC shall make the necessary arrangements to ensure satisfactory implementation of the MOU.
2. The Parties agree to communicate from time to time to exchange views and report on accomplishments with regard to this MOU.
3. The Parties shall regularly monitor and review their activities under this MOU, and evaluate the results of the implementation of geographic, sectoral and thematic programmes, in order to ascertain whether the objectives have been met and enable them to formulate recommendations with a view to improving future cooperation and activities.
4. In order to implement any specific projects undertaken within this MOU, the Parties shall conclude additional separate agreements, which shall outline the activities agreed upon within the projects, along with the responsibilities of each Party, including costs and expenses and how they are to be borne by the Parties. Each Party having the responsibility to organize or undertake an agreed activity under this MOU shall apply its own administrative and financial regulations.

### **Article 4      VISIBILITY**

1. The ITPO acknowledges and agrees that ITC, in its sole discretion, may provide appropriate acknowledgement concerning the Parties' collaboration under this MOU and therefore publish in any form and medium, including on its web site the name of The ITPO and the purpose of the present cooperation.
2. Neither of the Parties shall in any manner whatsoever, use the name, emblem or official seal of the other Party, or any abbreviation of the name of the other Party, in connection with its business or otherwise without the prior written permission of the other Party.

### **Article 5      DURATION**

1. This MOU shall become effective upon signature by both Parties, for a period of five years, on the understanding that either Party is at liberty to terminate it at any time, after furnishing to the other Party a written notice of termination three (3) months in advance of the date on which the Party furnishing such notice wishes to have the MOU terminated.
2. Without prejudice to the foregoing, reasonable steps shall be taken to ensure that termination of this MOU shall not be prejudicial to any activities or programmes

undertaken within the framework of the MOU or to the completion of tasks for which binding obligations exist.

#### **Article 6            AMENDMENT**

This MOU may be amended only by written agreement of the Parties.

#### **Article 7            RELATIONSHIP BETWEEN THE PARTIES**

Nothing in this MOU shall create any employer/employee, agency, distributor, partnership or any form of joint venture relationship between the Parties. Except, as expressly set forth in this MOU, neither Party shall have the authority to act on behalf of, be liable for the acts of the other Party or bind the other Party in any way. The Parties hereby recognize that this collaboration under this MOU is non-exclusive.

#### **Article 8            CONTACTS AND NOTICES**

For purposes of communications, requests or notices with respect to this MOU,

ITC shall be represented by  
Mr. Xuejun Jiang  
Chief, Office for Asia and Pacific  
at the following address:  
Palais des Nations, 1211 Geneva 10, Switzerland

and

The ITPO shall be represented by  
Mr. Mojtaba Khosrowtaj  
President of ITPO  
at the following address:  
Shahid Chamran Expressway  
Tehran, Iran

#### **Article 9            ENTIRE AGREEMENT**

This MOU contains and constitutes the entire agreement and understanding of the Parties concerning the subject matter hereof and supersedes any and all prior or other representations, communications, understandings, agreements and proposals, whether written or oral, by and between the Parties on this subject.

#### **Article 10         ITC LEGAL STATUS**

The International Trade Centre is a joint subsidiary organ of the World Trade Organization and the United Nations and enjoys privileges and immunities as granted under the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946.

**Article 11      NO WAIVER**

Any waiver or excuse by a Party of a breach of a provision of this MOU will not operate or be construed to be a waiver or excuse of any other breach of that provision or of any breach of any other provision of this MOU. A failure or a delay by a Party to insist upon strict adherence to any term of this MOU will not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this MOU. Any waiver must be in writing and signed by the Party giving the waiver or excuse.

**Article 12      SETTLEMENT OF DISPUTES**

1. The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 United Nations Commission on International Trade Law (hereinafter referred to as "UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

2. Nothing in or relating to this MOU shall constitute or imply the waiver by ITC of any of its privileges and immunities.

**IN WITNESS HEREOF**, the undersigned, being duly authorized thereto, have on behalf of the Parties hereto signed this MOU in two (2) originals in English at the place and on the day below written.

**At Marrakesh, on 24 November 2016**

**At Marrakesh, on 24 November 2016**

**For and on behalf of the Iran Trade  
Promotion Organization:**

**For and on behalf of the  
International Trade Centre:**

**Mojtaba Khosrowtaj  
President**

**Arancha González  
Executive Director**