

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED NATIONS (UN)
AND
WIENER DROGEN KOMITEE (VIENNA NGO COMMITTEE ON DRUGS)**

WHEREAS the United Nations, represented by the Office on Drugs and Crime (hereinafter referred to as “UNODC”) has the mandate to assist Member States to implement drug policy and crime programmes in an integrated manner, addressing the interrelated issues of illicit drugs, controlled medicines, crime prevention and international terrorism in the context of sustainable development and human security. Civil society is a crucial partner for UNODC in the implementation of drug related programs and projects, as well as a key stakeholder in the international drug debate;

WHEREAS Wiener Drogen Komitee (Vienna NGO Committee on Drugs), hereinafter referred to as VNGOC, has the mandate to connect Non-Governmental organizations (NGOs) with UNODC and the Commission on Narcotic Drugs (CND), and to support the work of UNODC, provide information related to NGO activities, draw attention to areas of concern, and involve a wide sector of civil society in contributing to the development and implementation of global drug policies. VNGOC currently has a global network of 230 NGOs working in the field of narcotic drugs and psychotropic substances. Membership of the VNGOC is open to all NGOs in consultative status with the Economic and Social Council of the United Nations (ECOSOC) and national associations and international NGOs without consultative status with ECOSOC but with expertise and interest in the field of narcotic drugs and psychotropic substances and having registered their organizational profiles with the United Nations Department of Economic and Social Affairs (DESA);

WHEREAS UNODC and VNGOC (hereinafter collectively referred to as “Parties”) share common objectives with regard to addressing the interrelated issues of drugs, controlled drugs for medical purposes, crime prevention, and international development in the context of sustainable development, human rights, and human security, and facilitate collaboration between UN, national authorities, and civil society on drug related matters and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations;

WHEREAS the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as “MOU”) with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve the common objectives in the field of undertaking joint projects aimed at addressing the issues listed above, raising awareness about the consequences thereof and facilitating collaboration between the UN, national authorities, and civil society on drug related matters;

NOW THEREFORE THE PARTIES HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

Article 1 Interpretation

1. Any Annex to this MOU will be considered an integral part of this MOU. References to this MOU will be construed as including any Annexes, as varied or amended in accordance with the terms of this MOU.
2. Implementation of any subsequent projects and programmes pursuant to this MOU, including those involving the transfer of funds between the Parties, will necessitate the execution of appropriate legal agreements between the Parties.
3. This MOU represents the complete understanding between the Parties and supersedes all prior MOUs, communications and representations, whether oral or written, concerning the subject matter of this MOU.

Article 2 Duration

1. This MOU will be effective upon the last date of signature of the approving officials and remain in force until December 31st 2019, unless terminated in accordance with Article 14 below.

Article 3 Purpose

1. The purpose of this MOU is to provide a framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives in regard to the development and implementation of drug policy as defined in the respective mandates and mission statements of the Parties.
2. The objectives of this MOU will be achieved through:
 - a. Regular dialogue meetings between UNODC and VNGOC;
 - b. Execution of a separate legal instrument between the Parties to define and implement any subsequent projects, programmes, and activities pursuant to Article 1.2.
3. This MOU does not of itself give rise to any implication of commitment of resources, financial or otherwise, on the part of UNODC or VNGOC.

Article 4 Areas of Cooperation

1. Areas of Cooperation are agreed jointly through the cooperation mechanism in the MOU. Policies and priorities under this MOU may also be jointly reviewed every 12 months by the Parties pursuant to Article 5 to allow the Parties to respond to newly emerging issues in the fields of drug policy, strategy and control and related dimensions, such as health, crime, human rights, alternative development, new psychoactive substances (NPS), international cooperation alternative development, among others.

2. The Parties have agreed to the following preliminary overarching themes for this MOU:
 - a. Implementing joint projects and initiatives on issues related to drug policy, strategy or practice;
 - b. Developing joint proposals to undertake activities aimed at contributing to the goal of building more resilient societies that are less vulnerable to drug related violence and crime, supporting innovative and evidence-based strategies to prevent the non-medical use of controlled psychoactive substances, as well as to provide treatment, health and social care and rehabilitation for drug use disorders and to prevent their health and social consequences, including overdose, HIV/AIDS, Tuberculosis (TB) and Hepatitis B and Hepatitis C and improving access to controlled drugs for medical purposes, particularly for the relief of pain and suffering;
 - c. Further enhancing the working relations between NGOs and the drug control bodies of the United Nations by continuing to bring together civil society, UN Member States, and key international bodies to exchange views and discuss best practices in the area of drug policy;
 - d. Facilitating NGO participation in and contribution to international processes and discussions aimed at addressing the issues with drugs in communities around the world, including the implementation of the UNGASS 2016 outcome document and participating in preparation of 2019.
3. These areas form part of UNODC mandate and programme of work and have been approved by DPA, DTA/SGB, DO/DHB/PTRS, DO/DHB/HAS. They are also priorities for VNGOC. Some activities under these abovementioned fields are already ongoing, but are in need of additional support.
4. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.
5. The cooperation of the Parties in the above-mentioned areas shall consist of the following actions:
 - a. Exchanging knowledge and support:
 - Inform each other, as appropriate and within the rules and procedures of the Parties, about their work in the scope of this MOU;
 - Inform each other on their respective programmes of potential interest in order to identify possibilities for joint activities, such as international conferences around high-level meetings, and mutual contributions;
 - Engage in joint endeavours and cooperate with each other in the implementation of projects related to the scope of this MOU;
 - Participate in respective exercises/trainings aimed to enhance coordination procedures in all areas and improve reciprocal knowledge;
 - Whenever possible, facilitate reciprocal representation at appropriate meetings organized by the Parties dealing with matters in which the Parties have an interest or competence;
 - Whenever possible, share relevant knowledge tools the Parties may use to further develop and/or improve their programs and projects.

- b. Exchanging information:
 - o Share relevant, unclassified information which may be of value to the Parties;
 - o Coordinate each other's activities related to relevant partners and stakeholders, such as communication between VNGOC and UNODC at the Headquarters and on the field.
- c. Training opportunities:
 - o Whenever possible and relevant, develop joint trainings and invite each other to activities the Parties may organize, such as training sessions, seminars and workshops of common interest.

Article 5 Organization of the Cooperation

1. The Parties will hold regular bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by the Parties, for the purpose of developing and monitoring collaborative projects. Such meetings will take place at least once every very six (6) months to:
 - a. discuss technical and operational issues related to furthering the objectives of this MOU; and
 - b. review progress of work undertaken by VNGOC pursuant to a separate legal instrument in the priority areas of cooperation mentioned in Article 4 above.
2. Within the context defined above, further bilateral meetings will be encouraged and set up on an ad hoc basis as deemed necessary by the relevant divisions of UNOD and VNGOC to address priority matters of common interest for the implementation of activities in specific areas, countries and regions.
3. In implementing activities, projects and programmes in the agreed priority areas, the Parties will execute a separate legal instrument appropriate for the implementation of such initiatives in accordance with Article 1.2 above. In identifying the areas of cooperation under this MOU.
4. Where VNGOC is organizing a meeting with external participation at which policy matters related to the aims of this MOU will be discussed, VNGOC will, as appropriate, either invite UNODC to participate in the meeting or update UNODC on relevant policy matters discussed at the meeting.

Article 6 Status of VNGOC and its Personnel

1. The Parties acknowledge and agree that VNGOC is an entity separate and distinct from the United Nations, including UNODC. The employees, personnel, representatives, agents, contractors or affiliates of VNGOC, including the personnel engaged by VNGOC for carrying out any of the project activities pursuant to this MOU, will not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the United Nations, including UNODC, nor will any employees, personnel, representatives, agents, contractors or affiliates of UNODC be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of VNGOC.

Article 7
Fundraising

1. To the extent permitted by the Parties' respective regulations, rules and policies, and subject to sub-article 2, the Parties may engage in fundraising from the public and private sectors to support the programmes, projects, and activities to be developed or carried out pursuant to this MOU.
2. Neither Party will engage in fundraising with third parties in the name of or on behalf of the other, without the prior express written approval of the other Party in each case.

Article 8
Intellectual Property Rights

1. Nothing in the MOU will be construed as granting or implying rights to, or interest in, intellectual property of the Parties.
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 use in the relevant legal instrument concluded as per Article 1.2.

Article 9
Use of Name and Emblem

1. Neither Party will 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 without the prior expressly written approval of the other Party in each case. In no event will authorization of the UN or UNODC name or emblem be granted for commercial purposes.
2. VNGOC acknowledges that it is familiar with the independent, international and impartial status of the UN, including UNODC, and recognizes that their names and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status of the UN, including UNODC.
3. The Parties agree to recognize and acknowledge this partnership, as appropriate. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgement.

Article 10
United Nations Privileges and Immunities

1. Nothing in or relating to this MOU will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

Article 11
Confidentiality

1. The handling of information will be subject to each Party's confidentiality policies.
2. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Party to

third parties, each Party will obtain the express, written consent of the other Party. However, a Party's disclosure of another Party's internal and/or confidential documents to an entity the disclosing Party controls or with which it is under common control, or to an entity with which it has a confidentiality agreement, will not be considered a disclosure to a third party, and will not require prior authorization.

**Article 12
Dispute Settlement**

1. In the event of a dispute, controversy or claim arising out of or relating to this MOU, the Parties will use their best efforts to promptly settle such dispute through direct negotiation.

**Article 13
Notification and Amendments**

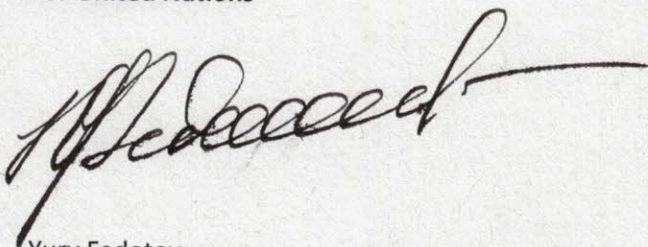
1. Each Party will promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MOU.
2. The Parties may amend this MOU by mutual written agreement.

**Article 14
Termination**

1. Either Party may terminate this MOU by giving three (3) months' prior written notice to the other Party.
2. Upon termination of this MOU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MOU will cease to be effective
3. Any termination of the MOU will be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination under this MOU or legal instrument executed pursuant to this MOU.

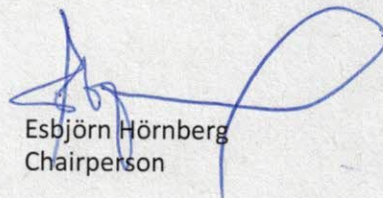
IN WITNESS WHEREOF, the duly authorized representatives of the Parties affix their signatures below.

For United Nations



Yury Fedotov
Executive Director

**For [For Wiener Drogen Komitee
(Vienna NGO Committee on Drugs)]**



Esbjörn Hörnberg
Chairperson

Date: 24 January 2017

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