

Memorandum of Understanding

between the

and the

**United Nations Educational, Scientific
and Cultural Organization**

Keio University

7, place de Fontenoy
75352 Paris 07 SP
France

2-15-45 Mita, Minato-ku
Tokyo 108-8345
Japan

hereinafter referred to as "UNESCO"

hereinafter referred to as "Keio"

represented by its
Director-General,
Mr. Koichiro Matsuura

represented by its
President,
Mr. Yuichiro Anzai

UNESCO and Keio are hereinafter referred to together as "the Parties".

Introduction

- Whereas** UNESCO is seeking to mobilize partners from civil society in order to achieve its strategic goals and programme objectives concerning "Mobilizing Science Knowledge for Sustainable Development in Asia and the Pacific through Information and Communication Technologies";
- Whereas** the Parties have established cooperation through School on Internet Asia (hereinafter referred to as "SOI Asia") Network led by Keio under their Renewable Energy e-learning Pilot Project, delivering lectures on Bioenergy, Renewable Energy Policy and Planning, and Solar Energy to South and Southeast Asian countries through satellite and internet networks;
- Whereas** Keio and SOI Asia Network led by Keio, which is composed of 27 leading technical universities and research institutes in 13 countries in Asia, offer their infrastructure and technical resources to disseminate UNESCO developed contents on subjects relevant to its activities;
- Whereas** Further cooperation will be pursued by the Parties through a joint initiative to mobilize scientific and technological knowledge through a satellite based broadcast network and Internet, entitled "Mobilizing Science Knowledge for Sustainable Development in Asia and the Pacific through Information and Communication Technologies" (hereinafter referred to as "the Initiative");
- Whereas** the Initiative will contribute to strengthening national and regional capacity-building, the use of technologies, and scientific networking, and encouraging the development and implementation of science, technology and innovation policies in Asia and the Pacific by bringing together universities and their existing resources and expertise as

well as their shared interest in widening the reach and scope of their educational activities, and strengthening the role of ICTs in sustainable development;

Whereas Keio possesses the resources and expertise that will significantly contribute to Mobilizing Science Knowledge for Sustainable Development in Asia and the Pacific.

The Parties hereby agree to the following:

Article 1 - Objectives of the Initiative

By the present Memorandum of understanding, the Parties confirm their commitment to their joint Initiative "Mobilizing Science Knowledge for Sustainable Development in Asia and the Pacific through Information and Communication Technologies". Objectives of the Initiative are as follows:

- Contribute to strengthening scientific and technological literacy in Asia and the Pacific and bringing together regional universities and their existing resources and expertise as well as their shared interest in broadening the reach and scope of their educational activities, and strengthening the role of ICTs in sustainable development.
- Enhance the education processes and broaden the scope of delivery of materials to improve higher education system in Asia and the Pacific.

The Parties hereby agree on the activities which they will respectively and jointly undertake, in order to explore and develop the feasibility, viability and impact of the Initiative as well as on the principal conditions and modalities whereby these activities will be carried out.

Article 2 - Development of the Content of the Initiative

The Parties will jointly develop the following joint activities:

- Implement distance learning and e-learning programmes through SOI Asia Network.
- Share expertise on the development and distribution of educational materials, initiatives and publications made available to general public or target beneficiaries.
- Carry out projects (hereinafter referred to as "the Projects"), in increasing the outreach of distance learning activities and enhancing the capacity of ICT infrastructures, such as exploring the possibilities of connecting SOI Asia Network to other ICT networks in Asia and the Pacific.
- Make an effort to raise awareness of the importance of science and technology for sustainable development in Asia and the Pacific.

- Provide resources for promotion of the facilities provided under this cooperation so that they can be optimally accessed by communities and individual recipients.

Article 3 - Conditions and Modalities

3. 1. The Parties will closely consult with relevant governmental authorities at all phases of the Initiative.
3. 2. As soon as the feasibility of the Initiative is ensured, and when the respective contributions from the Parties to the Initiative can be determined in detail, the Parties will conclude a detailed Project Agreement stipulating their respective rights and obligations in the context of the Initiative.
3. 3. If the feasibility of the Initiative has not been determined by 31 December 2008, the Parties will decide, before 30 June 2009 whether or not to extend or amend the present Memorandum of understanding. If the Parties cannot reach a consensus before 30 June 2009 on the matter specified before, this Memorandum of understanding shall terminate at that time.
3. 4. The present Memorandum of understanding can be amended, at any time, upon the formal request by one of the Parties and written confirmation of the other party.
3. 5. UNESCO's undertakings and activities with regard to the Initiative shall be governed by its relevant rules and procedures.
3. 6. Keio's undertakings and activities with regard to the Initiative shall be governed by its relevant rules and procedures.

Article 4 - General Conditions

4. 1. Evaluation

The results of the Projects will be jointly evaluated by the parties.

4. 2. Use of the Name, Acronym or official Logo of UNESCO

Unless authorized in writing by UNESCO, Keio shall not use the name, acronym or official logo of UNESCO, or any abbreviation of the name of UNESCO, for advertising or any other purposes.

4. 3. Status of UNESCO

Supporting the objectives of UNESCO and of the United Nations Organization, Keio will respect the status of UNESCO as an intergovernmental organization of the United Nations system with its own distinct Constitution. Keio confirms that it is not directly involved in the production of goods or the delivery of services which would be opposed to the objectives and principles of UNESCO, the United Nations Organization or other institutions of the United Nations system.

4. 4. Status of Keio

Nothing in this Memorandum of understanding shall be construed as establishing a legal partnership (such as, by way of clarification, partnership liability), joint venture, agency, exclusive arrangement or other similar relationship. Neither Keio nor anyone whom it may employ shall be considered as an agent of UNESCO or a member of the staff of UNESCO and, except as otherwise provided herein, shall not be entitled to any privileges, immunities, compensation or reimbursements, nor shall be authorized to commit UNESCO to any expenditure or other obligations.

4. 5. Conformity with Laws

Keio agrees to respect the laws of Japan, and guarantees that it will not permit any official of UNESCO to receive a direct or indirect profit from this Memorandum of understanding. Furthermore, Keio certifies and warrants that its internal organizations involved in this Initiative have not, nor have their members, been convicted of any crimes and that there are currently no lawsuits or legal actions being taken against it. Should this happen, The Partner undertakes to notify UNESCO immediately.

4. 6. Indemnification

Nothing in or relating to the present Memorandum of understanding shall be deemed a waiver of any of the privileges and immunities of UNESCO. Keio shall hold harmless, defend and indemnify UNESCO against all lawsuits claims, costs and liabilities resulting from any intellectual property disputes or other disputes occurring under the present Memorandum of understanding and which arise out of acts or omissions of Keio.

4. 7. Privileges and Immunities of UNESCO

Nothing in or relating to this contract shall be deemed as a waiver of any of the privileges and immunities of UNESCO.

4. 8. Assignment

None of the Parties shall assign, transfer, pledge or make other disposition of the present Memorandum of understanding or any part thereof or of any of their rights, claims or obligations under the present Memorandum of understanding except with the prior written approval of the other Party. Any of the aforementioned actions taken without such written approval shall not be valid.

4. 9. Settlements of Disputes

All disputes arising out of or in connection with the present Memorandum of understanding shall be settled by mutual understanding. However, if no amicable settlement can be arrived at, any dispute shall be arbitrated according to the rules defined by UNCITRAL (United Nations Conference on International Trade Law).

4. 10. Termination

4. 10. 1. Should either Party fail to meet its obligations, the other Party may terminate the present Memorandum of understanding upon 3 (three) months' written

notice to the other Party. The same will apply with respect to incidents making the realization of the Project extremely hazardous.

In particular, Keio may withdraw from the Project and cease all financial contributions if the funds it has contributed have not been directly available to the Project.

4. 10. 2. Upon the termination of the present Memorandum of understanding, Keio shall not use UNESCO's name, emblem or official seal, or any abbreviation of the name of UNESCO, for promoting the Project or any other purposes;

4. 10. 3. Upon the termination of the present Memorandum of understanding, Keio shall inform all relevant, past, actual or potential partners (including all persons or bodies that have been informed by Keio of UNESCO's participation in the Project(s)), that UNESCO (i) has terminated its Memorandum of understanding with Keio, (ii) is no longer participating in the Project(s).

4. 11. Amendment

This Memorandum of understanding, including this provision, may not be waived, modified or changed in any manner except by a written amendment signed by each of the Parties hereto.

4. 12. Non-Exclusivity

It is understood that this Contract does not confer Keio any exclusivity regarding activities such as those covered by this Memorandum of understanding, and Keio accepts that UNESCO is currently collaborating on similar activities worldwide with other partners.

Done in two original copies

For UNESCO:

26/06/08
Date:

Koichiro Matsuura
Director General

For Keio University

Date: 26/06/2008

Yuichiro Anzai
President