



League of Arab States
General Secretariat

MEMORANDUM OF UNDERSTANDING FOR INSTITUTIONAL COOPERATION
between
THE LEAGUE OF ARAB STATES
AND
THE SECRETARIAT OF THE UNION FOR THE MEDITERRANEAN

Between

The League of Arab States, hereinafter referred to as "Arab League", with official address and main office at Tahrir Square, 11642 Cairo (Egypt), represented by Mr. Ahmed Aboul Gheit, Secretary General, of the one part,

and

The Secretariat of the Union for the Mediterranean, hereinafter referred to as "UfMS", with official address and main office at Palacio de Pedralbes, Calle Pere Duran Farell 11, 08034 Barcelona (Spain), represented by Mr. Fathallah Sijilmassi, Secretary General; of the other part,

Both of the abovementioned hereinafter collectively referred to as "parties" or individually as "party".

Whereas the League of Arab States (or Arab League) is a loose confederation of twenty-two Arab nations, including Palestine, whose broad mission is to improve coordination among its members on matters of common interest.

Whereas the Union for the Mediterranean (UfM) is a platform for dialogue and cooperation, based on consensus building, and it is also a multilateral partnership that brings together 43 Euro-Mediterranean countries, including the 28 member States of the European Union and 15 Mediterranean countries from North Africa and the Middle East and Southeast Europe, with a view to increasing the potential for regional integration and cohesion among Euro-Mediterranean partners; **whereas** the Secretariat of the Union for the Mediterranean (UfMS) is aimed at enhancing co-ownership of the process, set governance on the basis of equal footing and to translate it into concrete socio-economic projects in the priority sectors falling within the UfMS' mandate, with tangible impact on the citizens, while promoting the regional dimension by applying the principle of variable geometry.

Whereas the Euro-Mediterranean Heads of State and Government, at their meeting in Paris on 13 July 2008, expressed their "*conviction that the Barcelona Process: Union for the Mediterranean initiative can play an important role in addressing common challenges facing the Euro-Mediterranean region, such as economic and social development*".



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Whereas the Arab League constitutes an important actor in the Barcelona Process, participating in Ministerial and other meetings, with a significant role to play in promoting the cooperation between the Arab Countries and the rest of the Mediterranean Countries, in accordance with the charter of the Arab League and its obligations.

Whereas the UfMS is focusing on identifying, processing, promoting and coordinating projects, which are in line with the principles and rules of international law in order to enhance and strength the cooperation and impact directly on the livelihoods of citizens

Whereas the parties desire to establish further mutual cooperation through the pursuit of regional and international initiatives with the aim of enhancing impact and increasing synergies to achieve common objectives

NOW THEREFORE the parties wishing to cooperate within the framework of their respective mandates, regulations and rules, have agreed as follows:

**Article 1
Purpose and Scope**

1. This Memorandum of Understanding ("MOU") establishes bilateral cooperation between the Arab League and the UfMS.
2. The parties will further develop and strengthen bilateral cooperation concerning areas of common interest
3. A work plan to carry activities in these areas to be developed by the parties. Cooperation between the parties will include the following:
 - i. visit by and/or exchange of officials and experts;
 - ii. co-operative projects and consultations;
 - iii. joint organization of seminars and workshops;
 - iv. exchange of practices; and
 - v. other mutually agreed forms of cooperation.



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**Article 2
Consultations**

The parties shall hold regular consultations on issues and activities of importance for the purposes of furthering and facilitating the achievement of their common objectives and of ensuring the greatest possible coordination of activities with a view to creating synergies and maximizing mutual support. The date and form of such consultations shall be agreed between the parties.

**Article 3
Duration**

This MOU will have a term of three (3) years from the date of its entry into force, and such term may be extended by written agreement between the parties, subject to the evaluations that the parties deem appropriate.

**Article 4
Procedure**

1. The parties will meet yearly to oversee the development of the cooperative work plan.
2. For the better implementation of this MOU, the parties will identify focal points and will communicate to each other their names and titles. A party may modify its focal point upon written notice to the other party.

**Article 5
Administrative Nature**

1. This MOU is not intended to create legal relations between the parties or to impose formal obligations on them. No provision on this MOU will be construed to interfere in any way with the independent decision making autonomy of each one of the parties with regard to their respective affairs and operations. In particular, nothing in this MOU is intended to run counter to or modify the terms of each party's specific mandates or their statutory rules and provisions.
2. This MOU sets forth principles and guidelines by which the parties intend to engage in an institutional collaboration. Nothing in this MOU shall be construed to impose financial obligations to either party as regards payments to the other. Each party will be responsible for the costs of its performance hereunder.



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Article 6

Cost of financing

1. Appropriate mechanisms for sharing the costs with the implementation of activities, projects or programmes under this MOU will be determined on a case-by-case basis in accordance with the applicable financial rules and regulations of each party.
2. This MOU is not intended to modify or exclude the application of the relevant procurement rules or any other internal rules of each party, as they may be applied to the activities covered by this MOU.

Article 7

Visibility and Documentation

1. The parties will give strong visibility to their partnership and respective contributions in future cooperation.
2. The parties shall cooperate in the maintenance of each party's trademarks and logos. The use of the other party's names or logos shall not imply any exclusive arrangement. It is the intent of the Parties to link mutual information and, if any, co-branded newsletters and modules to drive traffic to the other party pages.

Article 8

Non-disclosure

Any exchange of information among the parties and all activities undertaken pursuant to this MOU shall be consistent with their respective policies and procedures on disclosure of information.

Article 9

Limitation of Liability

Any joint activity carried out by the Arab League or the UfMS pursuant to this MOU must be consistent with the policies, rules and regulations of the respective party. In no event will either party be liable to the other under any theory of liability, however arising, for any costs of cover or for direct, indirect, special, incidental, or consequential damages of any kind arising out of this MOU.

Article 10

Non Exclusive Nature

This MOU does not grant exclusivity to either party. Neither party is restricted from participating in similar initiatives with other public or private agencies, organizations or individuals.



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Article 11

Entry into force, Amendment and Termination

1. This MOU shall enter into force upon its signature by the authorized representatives of the Arab League and the UfMS.
2. Any change to the provisions included in this MOU shall be agreed by the parties and noted in an addendum, which shall be considered as an integral part of this MOU.
3. This MOU may be terminated prior to its expiration by either party upon a three months advance written notice to other party. This period shall commence as from the date of receipt of the notice of termination. In such case, the parties shall take any necessary action for the orderly conclusion of ongoing activities to ensure that such termination will not be prejudicial to any activity in progress pursuant to this MOU. Any issues arising out of the termination of this MOU, including the right to and transfer of any materials and products in-progress shall be negotiated and agreed upon in writing by the parties.

IN WITNESS WHEREOF, the undersigned being duly authorized representatives of the Arab League and the UfMS, respectively, have signed in Cairo, Egypt, this 18th of October of 2017, in two original copies, each in the English language, both of which being equally authentic texts.

For the Arab League,

Mr. Ahmed Aboul Gheit
Secretary General

For the UfMS,

Mr. Fathallah Sijilmassi
Secretary General