

MEMORANDUM OF UNDERSTANDING

between

Associazione Italiana per la Direzione del Personale (hereinafter "the Partner")

and

the United Nations High Commissioner for Refugees (hereinafter "UNHCR"),

hereinafter referred to as "the Parties",

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- The "Convention on the Privileges and Immunities of the United Nations" approved by the General Assembly of the United Nations on 13 February 1946, to which the Italian Republic is a Party;
- The Agreement between the Government of the Italian Republic, the United Nations and UNHCR ratified in Rome on 2 April 1952;

WHEREAS

- The Partner AIDP, the Italian association of People management, a non-political and non-profit organization whose members are managers and professionals active in the field of human resources, both in private, governmental and public organizations, and has the objective to enhance the professionalism of its members and to serve as an active component in the process of developing human resources in the workplace, in the wider context of the social evolution of the country, with the aim of promoting the basic importance of the individual and human dignity in the workplace and society at large.
- The mandate of UNHCR is to lead and co-ordinate international action to protect and provide material assistance to refugees, asylum seekers, internally displaced and statelessness people and to seek durable solutions to their plight;
- In full compliance with its institutional duties, the Partner means to carry out the implementation of initiatives to sensitize its members on corporate social responsibility toward the issue of forced migration and on the role of the private sector in promoting refugees' integration into hosting communities through job inclusion, in close cooperation with UNHCR, whose mandate is to protect and provide material assistance to refugees and other people of concern worldwide;
- UNHCR, in accordance with the rules and regulations governing its operations, is willing to identify and develop areas of cooperation with the Partner;

THE PARTIES AGREE TO ENTER INTO THE FOLLOWING MEMORANDUM:

Art. 1 The Partner and UNHCR will cooperate to jointly promote initiatives aimed at informing the Partner's members about:

the project *Welcome. Working for Refugees Integration* and more at large about UNHCR's work to promote social inclusion of refugees in Italy through employment opportunities also through mentorship

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activities possible forms of engagement of employees (i.e., employee giving, corporate volunteering, etc.) Activities include but are not limited to workshops, conferences, training courses, fundraising events/campaigns

Art. 2 The Partners agree that in order to carry out the above-mentioned initiatives the following aspects will have to be specified further on in detail:

- Goals and activities to be implemented;
- Timeframe and implementing modalities;
- The competences of each Party, also with reference to division of tasks in the implementation of each decided activities.

Terms of cooperation

Art. 3 The Parties, within the limit of their respective competencies and available means, will make available the structural, human and organizational resources mutually decided, to support the implementation of the jointly promoted initiatives. Each Party will autonomously manage its own resources devoted to the implementation of the joint activities unless foreseen by other signed specific understandings for the implementation of additional projects. No transfer of financial resources is therefore foreseen between the Parties under this Memorandum/Agreement.

Art. 4 All initiatives, including the use of Parties respective names, emblems and logos, to be initiated under this Memorandum, as set out in Art. 1, will be previously submitted, for formal approval, to the respective competent department of the Parties.

Art. 5 Each Party shall be responsible for the actions and omissions of its staff, agents or subcontractors and undertakes to retain and indemnify/ defend or hold each other harmless with respect to the other Party against any action, claim or liability arising out of their respective activities in the context of this Protocol, including any action or claim by third parties for damages, injuries or death resulting from acts or omissions of their respective personnel, agents or sub-contractors. Each Party shall promptly notify the other of any action, claim or any other issue for which the latter is held liable pursuant to this provision.

Observance of the law

Art. 6 All activities foreseen in this Memorandum will be implemented in compliance with, as for the Partner, the Italian legislation, as for UNHCR, its internal rules, procedures, and policies.

Funding

Art. 7 The activities set forth in this Memorandum will be implemented by the Partner according to their ordinary budget availability without any additional cost for UNHCR.

Force majeure and change in circumstances

Art. 8 If, in complying with this Memorandum of Understanding, there is a change of circumstances that reduces or increases the need for support initially provided by the Parties under this Agreement and subsequent complementary agreements, or if UNHCR finds it impossible to fulfil its obligations under this Memorandum, the Parties shall consult each other in order to decide which arrangements shall be made in order to continue to implement or eventually terminate this Memorandum in advance.

Art. 9 The Parties shall make their best efforts to resolve amicably through direct discussion any controversy, dispute or claim arising out of this Memorandum.

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Dispute Settlement

Art. 10 Where, in the course of such direct discussion, the Parties wish to resort to conciliation, the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules as at present in force shall apply. Any controversy, dispute or claim which cannot be settled amicably per the foregoing within sixty (60) days shall be resolved in accordance with the UNCITRAL Arbitration Rules as at present in force. The decisions of the arbitral tribunal shall be based upon general principles of international commercial law. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Memorandum, the arbitral tribunal shall have no authority to award interest at a rate in excess of, in respect of any given period of time, the published Bank of England base rate applicable during that period of time (such awarded rate to be not less than zero % in any event), and any such interest shall be simple interest only. The arbitration procedure will take place in Geneva (Switzerland), headquarters of UNHCR. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim. To the extent possible, the procedure will be conducted remotely (in writing or through video conference).

Privileges and Immunities

Art. 11 Nothing in this Memorandum of Understanding will be deemed a waiver, express or implied, of any of the privileges and immunities of UNHCR, pursuant to the Convention on the privileges and immunities of the United Nations (1946), the Agreement between the Republic of Italy's Government and the United Nations High Commissioner for Refugees of 2 April 1952, and other national or international legal instruments.

Duration – Amendments – Termination – Renewal

Art. 12 This Memorandum takes effect on the date of signature and it will be valid for a period of 2 years. It may be renewed in writing by mutual consent.

Art. 13 The Parties may amend this Memorandum in writing, by mutual consent.

Art. 14 The Parties may terminate this Memorandum/Agreement in writing, subject to 2 months' notice. The early termination will not relieve the Parties of any obligation with reference to activities that shall have been implemented hereunder or have been already implemented at the time of termination.

This Memorandum/Agreement is signed in 2 originals in English.

Rome, 9 February 2022


Chiara Cardoletti

Representative to Italy, the Holy See and San Marino

Matilde Marandola

President of ADP
