

DRAFT
MEMORANDUM OF UNDERSTANDING

(SUGGESTED FORMAT)

This Memorandum of Understanding (hereafter referred to as the Memorandum) is concluded between:

.....
(Hereafter referred to as)

And
The International Institute for Environment and Development
(Hereafter referred to as IIED)

In respect of
The Minerals, Mining and Sustainable Development project
(Hereafter referred to as the MMSD)

Under the terms of this Memorandum, it is hereby agreed that:

1. Background

.....provides leadership and encourages partnerships in caring for the environment/ human rights/sustainable economic development by inspiring, informing and enabling nations and people to improve their quality of life without compromising that of future generations.

IIED, an international non-profit organization, and who is contracted by the World Business Council for Sustainable Development to conduct the MMSD project on behalf of a number of sponsors, is committed to promoting the concept of sustainable development.

1.2 The terms of this agreement are without prejudice to any other agreement or contract between the parties and it is a public document.

1.3 The World Business Council for Sustainable Development, as the overall coordinator of the MMSD, has recognised this agreement as being a “sponsorship” package for the MMSD project with certain entitlements . These are set out by way of a separate letter and the sponsorship “charter” for the MMSD.[and are attached]

2. Purpose of the Memorandum

The overall purpose of this Memorandum is to enhance the collaboration between the MMSD project team and so that, together, both organizations can assist

those who work in the mining and minerals sector to better manage their affairs in pursuit of sustainable development. The two organizations' strengths are complementary in this regard. relevant strengths are

- its ongoing programme of work in the sector,
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- and.....

The relevant strengths of IIED\MMSD are that it is conducting for the sector a comprehensive analysis and review, building-up regionally based stakeholder engagement, communicating the results and designing a follow-up process for change.

3. Collaboration objectives and activities

3.1 The objective(s) ofand the IIED\MMSD collaboration is (are) to

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3.2 In the furtherance of the activities of both the MMSD project and the related activities ofthe parties to this agreement will:

i) Support the development and refinement of mutual projects to enable this agreement to have substance and the highest of standards such as

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ii) Coordinate and support technical and other inputs to each office through Luke Danielson of MMSD andof

iii) Promote regional cooperative projects during the life of the project of mutual interest such as

- Meetings on specific issues
- Reviews of country or regionally based issues.
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3.3 Specific appendixes shall administrate all such individual activities under this Memorandum. These will set out the co-ordination mechanism, the project management, the budget sourced from the contributing parties, and the responsibilities of the different parties. The relevant contracting officer of the respective organization shall sign each appendix.

4. Funding

Activities under this Memorandum shall be undertaken subject to the availability of funds and personnel of each party (provided always that the conditions for being a sponsor of the MMSD are not breached – see 1.3 above). Both parties are committed to mobilise jointly additional resources from third parties where appropriate. Funding for and resource allocation to each activity undertaken pursuant to this Memorandum shall be detailed in the relevant appendix

mentioned in § 3.3. Unless explicitly stated otherwise, funding shall be undertaken through parallel financing arrangements i.e. each party will administer their own resources separately. Neither IIED norwill use each other's funds to cover their own internal costs.

5. Management and Coordination

The activities under this Memorandum will be carried out jointly by and IIED, with the participation of IIED's and Regional Offices/partners if and where applicable, and may include major third parties where appropriate. For each activity subject to an Appendix, the equivalent of a contact group or a steering committee shall be established by the partners to ensure close day by day liaison.

A joint management committee shall overview the co-operation under this Memorandum whose members shall be two and two IIED\MMSD representatives and an observer from the WBCSD. The Management Committee will decide upon the main areas of co-operation and the respective programmes to be implemented jointly and will approve updates to the annexes. Decisions of the Management Committee shall be made by consensus. The management committee shall meet annually to review and plan activities and to prepare a short annual report of achievements to the partner organisations.

6. Arbitration

Any dispute arising out of or in connection with this Agreement shall, if attempts at settlement by negotiation have failed, be submitted for arbitration according to UNCITRAL rules in New York/Swiss rules/UK rules by a single arbitrator agreed to by all parties. Should the parties be unable to agree on a single arbitrator within thirty days of the request for arbitration, then each party shall proceed to appoint one arbitrator. The decision rendered in the arbitration shall constitute the final adjudication of the dispute.

7. Entry into Force, Amendments and Termination

This Memorandum shall enter into force upon signature and shall remain in force for a period of, during which time it may be terminated by mutual agreement. Termination shall be by minimum three months written notice to the other party. Termination shall not affect the validity or duration of activities and commitments already agreed upon and initiated pursuant to the Memorandum.

.....
Executive Director
.....

Nigel Cross
Executive Director
International Institute for
Environment and Development.

Date _____

Date _____

And witnessed by
Richard Sandbrook
Project Coordinator of the MMSD on behalf of the WBCSD

Date _____

MODEL APPENDIX

1. Activity /Project Title
2. Project objectives and outputs
3. Principal partners, project manager and composition of contact group, implementation responsibilities
4. Activities under project, including programme details; programme personnel
5. Source of funding and total budget
6. Final report and follow-up responsibilities, and financial statement

Signatures to annex