



GOVERNMENT OF  
MONTENEGRO



*Montenegro*

## **Memorandum of Understanding**

between

**THE GOVERNMENT OF MONTENEGRO**

and

**THE UNITED NATIONS DEVELOPMENT PROGRAMME**

on establishment of Center for Sustainable Development

**THIS MEMORANDUM OF UNDERSTANDING ("MoU")** is entered into by, as follows:

**THE GOVERNMENT OF MONTENEGRO** having its representative office at Karadjordjeva bb, Podgorica, and represented by Mr. Branimir Gvozdenovic, Minister of Sustainable Development and Tourism

**AND**

**THE UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)** – having its representative office at Svetlane Kane Radevic 3, Podgorica, Montenegro, and represented by Mr. Rastislav Urbensky, UNDP Resident Representative,

WHEREAS the Government of Montenegro and United Nations Development Programme (Hereinafter all referred to as the "Parties) signed on 15<sup>th</sup> day of December 2006 the Standard Basic Assistance Agreement (SBAA) embodying basic conditions under which UNDP and its Executive Agencies shall assist the Government in carrying out its development projects and under which such UNDP-assisted projects shall be executed.

**NOW, THEREFORE,** the Parties agree as follows:

**1. PURPOSE OF THE MoU**

The signatory parties, in their capacities and joint endeavors hereby agree to establish the Center for Sustainable Development, as a joint initiative of the Government and UNDP.

The mission of the Center for Sustainable Development will be tailored to the specific needs of Montenegro and the Western Balkan region with initial focus on the specific areas of (i) sustainable tourism, (ii) sustainable energy (including energy efficiency and renewable energy), (iii) resource and ecosystem management and (iv) resilience to climate change and environmental security.

The Parties agree that the Center would start to work as UNDP executed programme, by transforming UNDP Economy and Environment Cluster (and Country Programme Document Outcome 3) into a Nationally-Implemented (NIM) Programme, overseen by the Steering Committee.

Initially, the Center for Sustainable Development will be presented as a Programme implemented jointly by the Government of Montenegro and UNDP, however the clear definition of the future legal status of the Center and process of gradual transition towards it will be one of the key activities of the work plan for 2014.

The work of the Center would focus, first and foremost, on issues of interest to Montenegro with the objective of gradually bringing other countries in the sub-region/ region with similar interest as partners and clients of its services.

## **2. GENERAL RESPONSIBILITIES OF THE PARTIES**

The purpose of this MoU is to provide a framework of cooperation and facilitate collaboration between the Parties, on a non-exclusive basis, in areas of common interest.

Jointly with UNDP Resident Representative, Government shall oversee work of the Center, through the Steering Committee.

Steering Committee will be chaired by the Minister of Sustainable Development and Tourism (acting as a National Programme Director). The final composition and The Rules of Procedure of the Steering Committee, as well as general responsibilities of the parties, will be defined on the initial meeting of the Steering Committee. On behalf of the Government of Montenegro, the Steering committee will be composed of: Minister of Sustainable Development and Tourism, Minister of Foreign Affairs and EU integration, Minister of Economy and Prime Minister cabinet representative.

UNDP shall provide support services in identification and/or recruitment project and programme personnel, identification and facilitation of training activities, procurement of goods and services, payments, project management including monitoring and reporting. The costs incurred by the UNDP Country Office in providing such support services shall be recovered from the administrative budget of the implemented programmes.

## **3. PRIVILEGES AND IMMUNITIES**

Nothing in or related to this MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## **4. DISPUTE RESOLUTION**

Any dispute between the Parties will be dealt with in accordance with the usual procedures for resolving disputes between the Government of Montenegro and UN agencies.

## **5. UNFORESEEABLE CIRCUMSTANCES/FORCE MAJEURE**

In the event of any unforeseeable circumstances or force major that impedes or prevents the implementation of this MoU, the Parties may be released from their obligations as set out above.

## **6. COPIES**

The MoU is made in 4 identical copies, two in English and two in Montenegrin, and a copy in both languages is provided for each Party.

**7. TERM AND TERMINATION**

The MoU comes into effect as of its signature date and shall be valid until it is terminated by any of the Parties in accordance with this MoU.

Any Party may terminate this MoU by mutual consent by providing not less than 30 (thirty) days written advance notice to the other Party/ies.

**8. GENERAL PROVISIONS**

This MoU may be amended only by mutual written agreement of the Parties.

Neither party has the authority to make decisions for the other or to enter into obligations on behalf of the other.

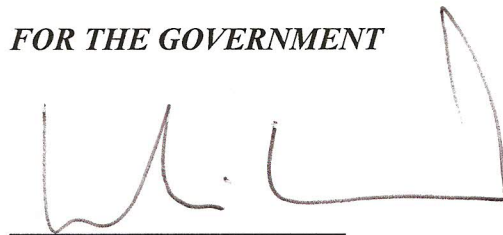
**9. ENTRY INTO FORCE**

This MoU shall enter into force and effect on the date ("Effective Date") in which it is duly signed by both parties.

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

**FOR UNDP**

**FOR THE GOVERNMENT**



Name

Name

**Branimir Gvozdenović**

**Rastislav Vrbensky**

Title

Title

**Minister of Sustainable Development  
and Tourism**

**UNDP Resident Representative**

Date

Date:

12/12/2013

12/12/2013