

**MEMORANDUM OF UNDERSTANDING
ON FINANCIAL CONTRIBUTION BETWEEN
THE AFRICAN UNION AND THE UNITED NATIONS**



**MEMORANDUM OF UNDERSTANDING
ON FINANCIAL CONTRIBUTION BETWEEN
THE AFRICAN UNION AND THE UNITED NATIONS**

The African Union, represented by the Office of the Legal Counsel (hereinafter "AUOLC"), and the United Nations, represented by the Office of Legal Affairs (Codification Division) (hereinafter "UNOLA"), and jointly referred to as the "Parties",

In consideration of their common desire to deepen cooperation and mutual support on activities under their mandates in accordance with their respective legal and policy frameworks,

Recalling the United Nations General Assembly resolution 2099 (XX) of 20 December 1965 establishing the United Nations Programme of Assistance in the Teaching, Study, Dissemination and Wider Appreciation of International Law,

Recognizing the important and strategic role of the United Nations Regional Courses on International Law in teaching, studying, disseminating and enlarging awareness of International Law, particularly in Africa,

Recalling that the General Assembly of the United Nations urged, in its resolution 67/91, all Member States and interested organizations to make voluntary contributions for the Regional Courses in International Law organized by the Codification Division, thus alleviating the burden on prospective host countries and making it possible to conduct the Regional Courses on a regular basis,

Recalling also that the General Assembly of the United Nations, by the same resolution, expressed its appreciation to the African Union for the valuable contribution it continues to make to the Regional Course in International Law for Africa, which has enabled participants to attend and participate in the Regional Course and the lectures at the African Union,

Considering that the African Union desires to continue to support the organization of the Regional Courses in International Law for Africa,

Considering the financial constraints faced by the United Nations in implementing some programmes and the will of the African Union to contribute in developing awareness of international law in Africa,

Reiterating the commitment of the United Nations to maintain the organisation of the yearly United Nations Regional Course in International for Africa, subject to available resources,

The Parties agree as follow:



Article 1

1.1 AUOLC, the African Union Commission on International Law (AUCIL) or any other organ of the African Union will, subject to budgetary resources, provide counterpart contribution to the cost of the United Nations Regional Course in International Law for Africa of an amount of funds specifically earmarked for that purpose in its budget.

1.2 UNOLA shall use the AUOLC's contribution exclusively for the cost of the United Nations Regional Course in International Law for Africa. Any amount from this contribution used for other purpose shall be refunded to AUOLC.

Article 2

2.1 AUOLC's contribution to the cost of the United Nations Regional Course in International Law for Africa will be determined every year in accordance with the rules and regulations of the African Union and communicated in writing to UNOLA. The written communication on AUOLC's contribution shall be considered as an integral part of this MOU.

2.2 For 2013, a total contribution of fifty thousand US Dollars (\$50,000), as earmarked in the budget of AUOLC and AUCIL. The contribution is broken down as follows:

1. AUOLC - \$30,000; and
2. AUCIL - \$20,000.

2.3 For 2013, the contribution shall be sent to the following bank account with a reference to the "Trust Fund for the Programme of Assistance in the Teaching, Study, Dissemination and Wider Appreciation of International Law: Regional Courses in International Law".

Bank Account Title:	United Nations General Trust Fund
Bank details:	J.P. Morgan Chase International Agencies
Building	
Bank Address:	1166 Avenue of the Americas, New York, NY 10036-2708, USA
Bank Account Number:	485-001969
ABA Number:	021-000-021
Swift Code:	CHASUS33

2.4 The payment for the 2013 Regional Course in International Law for Africa will be made within ten (10) days after the entry into force of this Memorandum. Any subsequent payment for courses in future years shall be made no later than sixty (60) days prior to the beginning of such course.



2.5 The Trust Fund will be charged with expenditures incurred by UNOLA in relation to the organization of the Regional Course in International Law for Africa. The Trust Fund and the aforementioned expenditures will be administered by UNOLA in accordance with applicable United Nations regulations, rules and procedures.

2.6 All financial accounts and statements related to the Trust Fund will be expressed in US Dollars.

2.7 Any interest accrued will be credited to the Trust Fund and used in accordance with this Memorandum.

2.8 An amount equivalent to thirteen (13) per cent of all expenditures and direct costs will be charged to the Trust Fund referred to in paragraph 3 above as programme support cost for services provided by the United Nations in the organization of the Regional Course in International Law for Africa.

2.9 Expenditures incurred by UNOLA in relation to the organization of the Regional Course will be subject exclusively to the internal and external auditing procedures laid down in the Financial Regulations and Rules of the United Nations.

Article 3

3.1 A substantive report on the utilisation of the contribution shall be submitted to AUOLC no later than three months (3) after the end of the United Nations Regional Course in International Law for Africa.

3.2 AUOLC cannot be held liable for any injury or for any loss or damage, in relation to the use of its contribution by UNOLA.

Article 4

4.1 For purposes of this MOU and any notices hereto, AUOLC hereby designates the Secretary to the AUCIL as its authorized representative. Any notice or communication shall be addressed to:

Secretary to the AUCIL
Office of the Legal Counsel of the African Union
Old Airport, Roosevelt Street
Box 3243
Addis Ababa, Ethiopia

4.2 For purposes of this MOU and any notices hereto, UNOLA hereby designates the Secretary of the Advisory Committee on the United Nations Programme of Assistance in the Teaching, Study, Dissemination and Wider



Appreciation of International Law as its authorized representative. Any notice or communication shall be addressed to:

Secretary of the Advisory Committee on the United Nations
Programme of Assistance in the Teaching, Study,
Dissemination and Wider Appreciation of International Law
Codification Division, Office of Legal Affairs
United Nations
New York, NY, 10017, USA

Article 5

Any dispute concerning this MOU should be settled through negotiation or any other amicable ways determined by the Parties.

Article 6

6.1 This MOU can be discontinued at any time by either Party. A Party wishing to discontinue this MOU should endeavor to provide notification of such discontinuation at least ninety (90) days in advance. Activities arising from this MOU which are already in progress shall be continued till conclusion.

6.2 This MOU enters into force upon signature by both Parties.

Done at Addis Ababa, Ethiopia on 9 May 2013.

FOR THE AFRICAN UNION:

A handwritten signature in purple ink, appearing to read 'Djeneba Diarra', written over a horizontal line.

DJENEBA DIARRA
Acting Legal Counsel/
Acting Director
Office of the Legal Counsel

FOR THE UNITED NATIONS:

A handwritten signature in blue ink, appearing to read 'Patricia O'Brien', written over a horizontal line.

PATRICIA O'BRIEN
Under-Secretary-General for Legal Affairs
The Legal Counsel