

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNITED NATIONS (UN) AND
THE INTERNATIONAL CORRECTIONS AND PRISONS ASSOCIATION (ICPA)**

WHEREAS the United Nations, represented by the Office on Drugs and Crime (hereinafter referred to as “UNODC”) has the mandate to assist Member States in the practical application of the United Nations standards and norms related to prison and offender management, including the United Nations Standard Minimum Rules for the Treatment of Prisoners (the Nelson Mandela Rules), the United Nations Rules for the Treatment of Women Prisoners and Non-Custodial Measures for Women Offenders (the Bangkok Rules) and the United Nations Standard Minimum Rules for Non-Custodial Measures (the Tokyo Rules);

WHEREAS the International Corrections and Prisons Association (hereinafter referred to as “ICPA”) constitutes an international network of corrections professionals and practitioners and has as its mission to promote ethical and effective correctional practices in both custodial and non-custodial settings with a view to enhance public safety and healthier communities, including through its annual conferences as well as network groups on, inter alia, community corrections, external prison oversight and human rights, planning and design, technology solutions, staff training and development, research and healthcare;

WHEREAS UNODC and ICPA (hereinafter collectively referred to as “Parties”) share common objectives with regard to the promotion of effective, evidence-based and humane prison and offender management in compliance with applicable United Nations standards and norms and wish to collaborate to further these common goals and objectives within their respective mandates and governing rules and regulations;

WHEREAS the Parties intend to conclude this Memorandum of Understanding (hereinafter referred to as “MoU”) with the aim of consolidating, developing and detailing their cooperation and effectiveness to achieve the common objective of addressing persisting and emerging global challenges in the field of prison and offender management, advocating for evidence-based and human rights-compliant policies and practices in this field and facilitating the exchange of promising practices amongst professionals and practitioners;

NOW THEREFORE THE PARTIES HAVE AGREED TO COOPERATE UNDER THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

**Article 1
Memorandum documents**

1. This MoU represents the complete understanding between the Parties and supersedes all prior MoUs, communications and representations, whether oral or written, concerning the subject matter of this MoU.
2. Any Annex to this MoU will be considered an integral part of this MoU. References to this MoU will be construed as including any Annexes, as varied or amended in accordance with the terms of this MoU.

3. For specific projects to be implemented pursuant to this MoU, the Parties will conclude separate agreements addressing, inter alia, the financial arrangements, ownership of intellectual property and dispute settlement, as well as other responsibilities of the parties in relation to the project.

Article 2
Effective date and term

1. This MoU will be effective upon the last date of signature of the approving officials and remain in force unless terminated in accordance with Article 14 below.

Article 3
Purpose and scope of the cooperation

1. The purpose of this MoU is to provide a framework of cooperation and understanding, and to facilitate collaboration between the Parties to further their shared goals and objectives aimed at assisting Member States in introducing or strengthening probation services and in enhancing the social inclusion of offenders through community-based measures.

2. The objectives of this MoU will be achieved through:

a. Regular dialogue meetings between UNODC and ICPA;

b. The execution of separate legal agreements between the Parties to define and implement any subsequent projects, programmes, and activities pursuant to Article 1.3.

3. This MoU does not of itself give rise to any financial implication or commitment of resources, financial or otherwise, on the part of UNODC or ICPA.

Article 4
Areas of cooperation

1. Areas of Cooperation are agreed jointly through the cooperation mechanism in the MoU. Policies and priorities under this MoU may also be jointly reviewed on a biannual basis by the Parties pursuant to Article 5 to allow the Parties to respond to newly emerging issues in the fields of probation and community-based offender management more broadly.

2. The Parties have agreed to the following preliminary overarching themes for this MoU:

a. Investing into improving professionalism in prison- and community-based corrections

b. Advocating for evidence-based and human rights-compliant offender management

c. Fostering mutual participation in international events convened by the Parties

d. Facilitating the exchange of expertise in the context of field-based technical assistance

3. These areas form part of UNODC's mandate and programme of work in the field of prison and penal reform. They are also priorities for ICPA. Some activities under these abovementioned fields are already ongoing but are in need of additional support.

4. The above list is not exhaustive and should not be taken to exclude or replace other forms of cooperation between the Parties on other issues of common interest.

Article 5 Organization of the cooperation

1. The Parties will hold regular bilateral meetings on matters of common interest, in accordance with an agenda agreed to in advance by the Parties, for the purpose of developing and monitoring collaborative projects. Such meetings will take place at least once every year to:

a. discuss technical and operational issues related to furthering the objectives of this MoU;
and

b. review progress of work undertaken by UNODC and ICPA pursuant to separate legal agreements in the priority areas of cooperation mentioned in Article 4 above.

2. Within the context defined above, further bilateral meetings will be encouraged and set up on an ad hoc basis as deemed necessary by the Crime Prevention and Criminal Justice Section (hereinafter referred to as "CPCJS") in UNODC and ICPA to address priority matters of common interest for the implementation of activities in specific areas, countries and regions.

3. In implementing activities, projects and programmes in the agreed priority areas, the Parties will execute separate legal agreements appropriate for the implementation of such initiatives in accordance with Article 1.3 above.

4. Where ICPA is organizing a meeting with external participation at which policy matters related to the aims of this MoU will be discussed, ICPA will, as appropriate, either invite UNODC to participate in the meeting or update UNODC on relevant policy matters discussed at the meeting.

Article 6 Status of ICPA and its personnel

1. The Parties acknowledge and agree that ICPA is an entity separate and distinct from the United Nations, including UNODC. The employees, personnel, representatives, agents, contractors or affiliates of ICPA, including the personnel engaged by ICPA for carrying out any of the project activities pursuant to this MoU, will not be considered in any respect or for any purposes whatsoever as being employees, personnel, representatives, agents, contractors or affiliates of the United Nations, including UNODC, nor will any employees, personnel, representatives, agents, contractors or affiliates of UNODC be considered, in any respect or for any purposes whatsoever, as being employees, personnel, representatives, agents, contractors or affiliates of ICPA.

Article 7

Relationship between the parties and financial arrangements

1. This MoU sets out a general framework for cooperation between the Parties and does not obligate either Party to provide financial support of any sort to the other Party. In performing any responsibilities or engaging in any acts under this MoU, each Party will bear its own costs. Nothing in this MoU will obligate either of the Parties to appropriate funds or enter into any contract, agreement or other obligation.
2. The Parties will not undertake any actions, incur any expenses or make any commitments, financial or otherwise, which would be inconsistent with this MoU or the respective Party's regulations, rules, policies and procedures, including, as necessary, the approval of their internal governing bodies. In the case of contributions by one Party to the other Party in support of particular activities under this MoU, appropriate financing arrangements will be established in writing in a project document, exchange of letters or an agreement as stated in Article 1.3 above, specifying the costs or expenses relating to the activity and how they are to be borne by the Parties. Such agreements will also include a provision incorporating by reference, this MoU.
3. Nothing in this Memorandum will create any partnership or joint venture between the Parties. The Parties hereby recognize that the collaboration under this MoU is non-exclusive.

Article 8

Intellectual property rights

1. This Memorandum does not delegate or transfer either Party's intellectual property rights to the other Party. Unless otherwise provided in specific agreements to be concluded pursuant to Article 1.3 above, each Party will maintain ownership and control of its intellectual property rights.

Article 9

Use of name and emblem

1. Neither Party will use the name, emblem or trademarks of the other Party, its subsidiary bodies or entities and/or affiliates, or any abbreviation thereof, in connection with its activities, the cooperation under this MoU or otherwise without the prior expressly written approval of the other Party in each case. Under no circumstances, will authorization of the UN or UNODC name or emblem be granted for commercial purposes.
2. ICPA acknowledges that it is familiar with the independent, international and impartial status of the UN, including UNODC, and recognizes that the UN name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of the UN, including UNODC.
3. The Parties agree to recognize and acknowledge the collaboration under this MoU, as appropriate. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgement.

Article 10
United Nations privileges and immunities

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

Article 11
Confidentiality

1. The handling of information will be subject to each Party's confidentiality policies.
2. Before disclosing internal documents, or documents that by virtue of their content or the circumstances of their creation or communication must be deemed confidential, of the other Party to third parties, each Party will obtain the express, written consent of the other Party. However, a Party's disclosure of another Party's internal and/or confidential documents to an entity the disclosing Party controls or with which it is under common control, or to an entity with which it has a confidentiality agreement, will not be considered a disclosure to a third party, and will not require prior authorization.

Article 12
Dispute settlement

1. In the event of a dispute, controversy or claim arising out of or relating to this MoU, the Parties will use their best efforts to promptly settle such dispute through direct negotiation.

Article 13
Notification and amendments

1. Each Party will promptly notify the other in writing of any anticipated or actual material changes that will affect the execution of this MoU.
2. The Parties may amend this MoU by mutual written agreement.

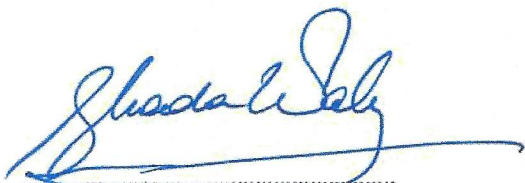
Article 14
Termination

1. Either Party may terminate this MoU by giving two months prior written notice to the other Party.
2. Upon termination of this MoU, the rights and obligations of the Parties defined under any other legal instrument executed pursuant to this MoU will cease to be effective, unless that legal instrument states otherwise.
3. Any termination of this MoU will be without prejudice to (a) the orderly completion of any ongoing collaborative activity and (b) any other rights and obligations of the Parties accrued prior to the date of termination under this MoU or legal instrument executed pursuant to this MoU.

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

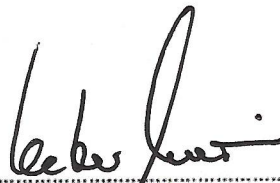
For the United Nations

For ICPA



Name: Ms. Ghada Waly
Title: Executive Director, UNODC

Date: 18 July 2023



Name: Mr. Peter Severin
Title: President, ICPA

Date: 18 July 2023