

UNIDROIT



Memorandum of Understanding
between
the Asian-African Legal Consultative Organization (AALCO)
and
the International Institute for the Unification of Private Law
(UNIDROIT)

Preamble

Considering that the Asian-African Legal Consultative Organization (AALCO) is an intergovernmental organization established to serve as an advisory body to its Member States in the field of international law and provide a forum for co-operation in legal matters of common concern to its Member States and to this extent empowered to establish co-operative arrangements, as may be deemed appropriate, with the United Nations, its Agencies and other inter-governmental organizations with a view to promoting such co-operation in the field of international law;

Acknowledging that the International Institute for the Unification of Private Law (hereinafter referred to as "UNIDROIT") is an independent intergovernmental organization with its seat in Rome, Italy. Its purpose is to study needs and methods for modernizing, harmonizing and coordinating private and, in particular, commercial law as between States and groups of States and to formulate uniform law instruments, principles, and rules to achieve those objectives;

AALCO and UNIDROIT (hereinafter referred to as "Parties") have decided as follows:

Article 1

Purpose of this Memorandum of Understanding

This **Memorandum of Understanding** (hereinafter referred to as "MoU") is signed to strengthen cooperation between AALCO and UNIDROIT in furthering the respective statutory aims of both institutions.

Article 2

Joint Cooperation

AALCO and UNIDROIT will expand and enhance their cooperation by means of the following:

2.1. Participation as Observers in Each Other's Meetings:

AALCO may be invited to designate representatives to attend, in an observer capacity, the General Assembly and the Governing Council of UNIDROIT which deal with matters of interest to AALCO. UNIDROIT may be invited to designate representatives to attend, in an observer capacity, AALCO's meetings of international/regional and sub-regional activities in the Asian-African region regarding matters of interest to the UNIDROIT including the Annual Session of AALCO.

2.2. Mutual Consideration of Projects, Reports, Studies and Instruments:

The mutual consideration of projects, reports, studies and instruments by the respective organizations will allow both partners to promote their work to students and academics while simultaneously enriching the work programme of each other. Activities concerning the international protection of cultural property may be conducted also within the 1995 UNIDROIT Convention Academic Project (UCAP). AALCO and UNIDROIT will achieve this outcome in a variety of ways to be agreed on a case-by-case basis, including but not limited to:

2.2.1 The organization of academic seminars, workshops, courses, or other events to be held at New Delhi or in Rome or online through digital platforms.

2.2.2 The development and/or execution of joint research projects, academic initiatives, or study programmes.

2.3. The promotion of the UNIDROIT Scholarship, Internship and Research Programme:

The UNIDROIT Scholarship, Internship and Research Programme aims at promoting legal knowledge in the areas of private, commercial, and private international law, with a focus on projects relating to UNIDROIT's past and current legislative activities. Cooperation will: (i) encourage access to the UNIDROIT Scholarship, Internship and Research Programme, (ii) enhance research on and practical knowledge of UNIDROIT's work at AALCO, and (iii) intensify academic work conducted in the field of uniform and comparative private law at AALCO. AALCO and UNIDROIT may achieve this outcome in a variety of ways to be agreed on a case-by-case basis, including but not limited to:

2.3.1 The promotion by AALCO of the UNIDROIT Scholarship, Internship and Research Programme to its Member States

2.3.2 UNIDROIT's provision to AALCO of information and promotional materials regarding the UNIDROIT Scholarship, Internship and Research Programme.

UNIDROIT's facilitation of scholarship and internship opportunities at UNIDROIT for candidates from AALCO Member States.

Article 3

Knowledge Sharing, Exchange of Information and Documents

To the extent possible, AALCO and UNIDROIT will promote knowledge sharing including the exchange of information and documents concerning matters of common interest. AALCO and UNIDROIT will have free and unrestricted access, where feasible, to all information developed under this MoU for their internal use.

Article 4

Financial Implications

The present MoU does not create legally binding or financial obligations for either Party. Implementation of any of the above activities, especially those involving financial resources, are subject to the availability of staff and financial resources and may be agreed upon on a case-by-case basis.

Article 5

Use of Logo, Name and Emblem

The Parties will not use in any press release, memo or report, or other published disclosure related to this MoU or in any other document, annex, or arrangement related thereto the other Party's name, logo or emblem without prior written consent of the Party concerned.

Article 6

Intellectual Property Rights

Unless the Parties have made other arrangements in writing, the following will apply:

6.1. Intellectual property rights, in particular copyright made available by AALCO or UNIDROIT to be used to carry out the activities under this MoU will remain with the originating Party.

6.2. Copyright of the information, as well as rights to any other intellectual property, developed jointly by AALCO and UNIDROIT will be jointly vested in both Parties.

Article 7

Confidentiality Clause

Neither of the Parties nor its personnel will communicate to any other person or entity confidential information made known to it by the other Party in the course of the implementation of this MoU nor will it use this information to private or the organization's advantage. This provision will survive the expiration or termination of this MoU.

Article 8

Communications-Focal Points of Contact

Any notice or request required to be given or made under this MoU will have been duly made or given when addressed in writing as follows:

AALCO Secretariat

29-C, Rizal Marg,
Diplomatic Enclave
Chanakyapuri,
New Delhi 110021
mail@aalco.int

UNIDROIT

Via Panisperna 28
00184 Rome-Italy
Attention:
Dr. Philine Wehling, Legal Officer
p.wehling@unidroit.org
+39 (0) 6 6962139

Article 9

Privileges and Immunities

Nothing in this MoU or in any other document, annex or arrangement related thereto, shall be construed as constituting a waiver of privileges or immunities of AALCO or UNIDROIT, nor does it extend any privileges or immunities of AALCO or UNIDROIT to the other Party or its personnel.

Article 10

Applicable Law

The present MoU and any document or arrangement relating thereto, shall be governed by general principles of law, which shall be deemed to include the UNIDROIT Principles of International Commercial Contracts, 2016, to the exclusion of any national system of law.

Article 11

Settlement of Disputes

Any dispute between the Parties concerning the interpretation and the execution of this MoU or any document or arrangement relating thereto will be settled amicably through mutual consultation and/or negotiations between the Parties.

Article 12

Entry into Force and Duration

The present MoU will enter into force upon signature by both Parties. This agreement will remain in force for a period of five (5) years following the signature by the Parties and will be automatically renewed for successive similar periods thereafter unless either Party gives the other written notice of its desire not to renew this Agreement prior to expiration of the then-current term.

Article 13

Amendments

Any amendment to this MoU will be effected only on the basis of written mutual consent by the Parties. Such arrangements will enter into force one (1) month following the notifications of consent by both Parties.

Article 14

Termination

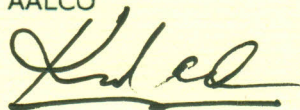
This MoU will be terminated by either Party upon three (3) months' written notice to the other Party. Such termination shall not effect commitments entered into in good faith prior to termination in accordance with this Article.

This MoU will be drawn up in English in two copies, with one copy for each Party, both copies being equally authentic.

IN WITNESS THEREOF the undersigned, the Secretary-General of the Asian-African Legal Consultative Organization and the Deputy Secretary-General of the International Institute for the Unification of Private Law, respectively sign the present Memorandum of Understanding.

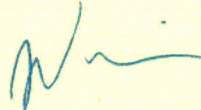
Done in duplicate in English, on this 16 the month of February in the year 2024. Both originals are equally authentic.

Signed for and on behalf of
AALCO



KAMALINNE PINITPUVADOL
Secretary-General

Signed for and on behalf of
UNIDROIT



ANNA VENEZIANO
Deputy Secretary-General

Date 16.02.2024

Date 16.02.2024

Annex**Work Plan****Agreed List of Activities**

On the basis of the MoU between AALCO and UNIDROIT and in view of the desire to strengthen cooperation on matters of mutual interest and ensure harmony and synergy in the work of the Parties, as outlined in the MoU signed on 16 February 2024, the following areas of collaborative activities have been jointly identified for implementation.

1. **Facilitate research stays at UNIDROIT or cooperating remotely with UNIDROIT projects and Working Groups:** This would include Officials from AALCO Member States, AALCO Officials, PhD/Masters students from AALCO Member States. The UNIDROIT Scholarship, Internship and Research Programme may be extended likewise to those eligible from AALCO Member States and the AALCO Secretariat.
2. **Scholarships and Internships:** These would be in-person at UNIDROIT in Rome. Post-graduate law students, lawyers and academics can apply for scholarships. Later-year undergraduate and post-graduate law students can apply for internships. Candidates from AALCO Member States can apply for the UNIDROIT Scholarship, Internship and Research Programme general annual intake, where they will be ranked competitively against other applications received. Scholarships and internships positions through the general annual intake are highly competitive and UNIDROIT cannot guarantee positions for candidates from AALCO Member States. Where a Scholarship or Internship is facilitated by UNIDROIT, the minimum cost of a two-month scholarship is 5000 Euro and the minimum cost of a three-month internship is 3000 Euro.
2. **General use of the UNIDROIT and AALCO library:** UNIDROIT officials and AALCO officials, including officials from AALCO Member States, shall be permitted to use each other's library resources, both physical and online (as may be applicable), for research purposes to achieve the objectives set forth in the Statutes of the respective organizations.
3. **Organization of joint courses/seminars with UNIDROIT:**
 - a. AALCO and UNIDROIT may organize as mutually agreed joint courses/seminars. All such joint courses/seminars will be held in English.
 - b. UNIDROIT has the option of offering various modules/seminars/conferences on UNIDROIT's major projects/principles, such as the UNIDROIT Principles of International Commercial Contracts (UPICC), the Cape Town Convention and its Protocols, etc. to officials of AALCO Member States and officials of the AALCO Secretariat.