





MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED NATIONS DEVELOPMENT PROGRAMME AND

The Reseaux IP Europeens Network Coordination Centre (RIPE NCC)

This Memorandum of Understanding ("MOU") is entered into by the United Nations Development Programme ("UNDP"), a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States with its headquarters in New York, NY (USA), and the Reseaux IP Europeens Network Coordination Centre (RIPE NCC), (hereinafter the "Partner"), headquartered in Amsterdam, the Netherlands. UNDP and the Partner are hereinafter referred to individually as a "Party" and jointly as the "Parties";

WHEREAS, UNDP serves in many respects as the operational arm of the United Nations at the country level and works with partners in numerous countries to promote among other things sustainable development, eradication of poverty, advancement of women, good governance and the rule of law;

WHEREAS, UNDP, represented by the Regional Bureau of Arab States (RBAS), is interested in enhancing its climate-focused initiatives and advancing the research, development, and deployment of digital and AI technologies, alongside capacity-building programs, to drive climate resilience and sustainable development in the Arab region and beyond.

WHEREAS, the Partner, the Reseaux IP Europeens Network Coordination Centre (RIPE NCC), as the Regional Internet Registry (RIR) for Europe, the Middle East, and Central Asia, is responsible for allocating and registering Internet number resources, including IPv4, IPv6, and Autonomous System Numbers (ASNs). Through technical coordination, registration services, and policy development support, the RIPE NCC strengthens the resilience and interoperability of the global Internet. It fosters a collaborative environment by empowering members, communities and governments through capacity-building, data-driven insights and reporting, stakeholder engagement and community-driven initiatives.

WHEREAS, the Parties aim to cooperate in areas of mutual interest to leverage digital agendas and technology innovation to promote scalable, secure and resilient Internet developments to accelerate progress toward the Sustainable Development Goals;

WHEREAS, the Partner is a nonprofit organization that supports the infrastructure of the Internet through technical coordination in the service region. RIPE NCC's core activities play a pivotal role in enhancing the scalability, security, and resilience of the Internet by advancing global connectivity and strengthening the network security. This is achieved through promoting and supporting modern technologies such as IPv6 and Resource Public Key Infrastructure (RPKI), Internet Exchange Points (IXPs) deployment, facilitating open and community-driven policy development processes, and delivering inclusive, high-quality capacity-building programmes. RIPE NCC serves a diverse membership base, including Internet service providers (ISPs), telecommunications operators, government bodies, regulatory authorities, financial institutions, academic and research networks, as well as organisations across a wide range of economic sectors;

NOW, THEREFORE, the Parties wish to express their intention to cooperate as follows:

Article I Purpose and Scope

The purpose of this MOU is to provide a framework for the non-exclusive cooperation and facilitate and strengthen collaboration between the Parties in the areas of cooperation identified in Article II below.

This MOU represents the initial stage of the partnership between the Parties. The primary objective of this partnership is to harness the strengths of both partners to advance research, development, and deployment of innovative technologies and strategies for Internet and human development in the Arab region and beyond.

The Parties aim to cooperate in areas of mutual interest to leverage artificial intelligence (AI), digital innovation, and data ecosystems to promote sustainable development and accelerate progress toward the SDGs, with a particular focus on climate action and policy-making.

Article II Areas of Cooperation

The Parties have identified the following activities in which cooperation may be pursued, with each Party operating subject to its respective mandates, governing regulations, rules, policies and procedures:

1. Building up and expanding inclusive digital infrastructure through capacity building efforts: Collaborate on rolling out joint

initiatives/projects to enhance Internet infrastructure across Arab countries. Activities will prioritize building the technical and operational capacities of local network operators, government officials, regulators, and other relevant stakeholders. This includes training on Internet number resource management (e.g., IP addresses) to connect the unconnected, routing security and protocols (e.g., BGP, RPKI), and best practices to maintain resilient and secure networks.

2. Promoting inclusive digital regulations and policies for internet connectivity: Support the development of enabling policy and regulatory environments that promote affordable, secure, and inclusive Internet connectivity. This includes co-developing policy research, organising stakeholder consultations and knowledge-sharing conferences, and providing technical advice, insights and research to assist governments in drafting digital policies that foster innovation and inclusion.

Article III Consultation and Exchange of Information

- 3.1 The Parties will, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.
- 3.2 Consultation and exchange of information and documents under this MOU will be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.
- 3.3 The Parties will, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.
- 3.4 The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Party, the other may have an interest. Invitations will be subject to the procedures applicable to such meetings or conferences.

Article IV Use of Name and Emblem and Publicity

- 4.1 Neither Party will use the name, emblem or trademarks of the other Party, or any of its subsidiaries, and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case. In no event will authorization to use the UNDP name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of the Partner or the Partner's products and/or services.
- 4.2 The costs of public relations activities relating to the partnership will be the responsibility of the Party incurring the costs.
- 4.3 The Partner acknowledges that it is familiar with UNDP's ideals and objectives and recognizes that its 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 UNDP.¹
- 4.4 Nothing in this MOU grants the Partner the right to create a hyperlink to the UNDP website. Such link may be created only with UNDP's written authorization.
- 4.5 The Parties will recognize and acknowledge this partnership, as appropriate. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgement.

Article V

Term, Termination, Renewal, Amendment

- 5.1. The proposed cooperation under this MOU is non-exclusive and will have an initial term of three years from the Effective Date, as defined in Article XI ("Effectiveness"), unless terminated earlier by either Party upon two (2) months' notice in writing to the other Party. The Parties may agree to extend this MOU in writing for subsequent periods of three years under the same terms and conditions.
- 5.2 Termination of this MOU will not affect any other agreements relating to the subject matter of this MOU, which will, unless terminated or expired, continue to regulate the relationship between the Parties in accordance with the terms thereof.
- 5.3 Notwithstanding any other provision to the contrary in this MOU, UNDP shall have the right to terminate this MOU with immediate effect if it becomes aware of any event or circumstances that, in the sole opinion of UNDP, may cause reputational risk or injury to UNDP or may be contrary to UNDP's status, neutrality, ideals or objectives.²

5.4 This MOU may be amended only by mutual written agreement of the Parties, signed by their duly appointed representatives.

Article VI Representations and Undertakings

- 6.1 The Partner represents that it is an organization in good standing, duly organized under the laws of the Netherlands, and has all the necessary powers, authority, and legal capacity to enter into this MOU and perform its obligations hereunder.
- 6.2. The Partner represents that it is not involved in any activity that may be in contravention of or have a negative or adverse impact on UNDP's status, neutrality, ideals and objectives or its image and reputation. Without prejudice to the provisions in Article 5.3 above, the Partner shall promptly notify UNDP of any event or circumstances that may affect the Partner that may cause reputational risk or injury to UNDP, including investigations or legal proceedings.³

Article VII Notices

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For UNDP: Dany Wazen

dany.wazen@undp.org

Digital Transformation Specialist Regional Programme for Arab States

For the Partner: Chafic Chaya

Chafic.chaya@ripe.net Regional Manager

Public Policy and Government affairs

Middle East Region

Article VIII

Legal Provisions Relating to Implementation

- 8.1 Notwithstanding anything in this MOU to the contrary, (a) this MOU is an expression of intent and does not constitute a legally binding document; (b) nothing herein shall be construed as creating a legally binding commitment, financial or otherwise; (c) nothing herein shall be construed as creating a joint venture and neither Party shall be an agent, representative or joint partner of the other Party; (d) all of UNDP's activities envisaged hereunder are subject to the availability of funding; (e) any funds received by UNDP shall be used, and all UNDP activities further to this MOU will be carried out, in accordance with the project documents agreed between UNDP and the concerned programme government(s) where the activities will be implemented, and in accordance with the applicable UNDP regulations, rules, policies and procedures; and (f) each Party shall be responsible for its acts and omissions and those of its employees, contractor and subcontractors, in connection with this MOU and its implementation.
- 8.2 To the extent that the Parties wish to create legal or financial obligations with respect to or resulting from any activity contemplated in this MOU, a separate agreement related thereto will be concluded between the Parties prior to such activity being undertaken.
- 8.3. The Parties will consult each other, as appropriate and if circumstances so require, on issues relating to intellectual property and rights thereto, including the necessity of entering into separate agreement(s) to regulate such issues and rights.
- 8.4 In the event of inconsistency between any provision of this Article VIII and a provision of another section of the MOU, this Article VIII shall prevail.

Article IX Settlement of Disputes

Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably by the Parties shall be referred to arbitration under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

Article X Privileges and Immunities

Memorandum of Understanding UNDP and RIPE NCC

Nothing in or relating 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.

Article XI Effectiveness

This MOU will become effective on the date in which it is duly signed by both Parties ("Effective Date").

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

FOR UNDP:	FOR RIPE NCC:
<u>Abdallah Al Dardari</u> Name	Hans Petter HolenName
United Nations Assistant Secretary-General and the UNDP Assistant Administra and Director, Regional Bur for Arab States. Title	<u>ator</u>
 Date	 Date