

MEMORANDUM OF UNDERSTANDING

between the

INTERNATIONAL SEABED AUTHORITY

and the

**INTERNATIONAL TRIBUNAL FOR THE LAW OF THE SEA
FOR CONSORTIUM-BASED PURCHASING OF ELECTRONIC
SERVICES**

I. PURPOSE AND BACKGROUND

1. The purpose of this Memorandum of Understanding (MoU) is to establish a framework for the joint acquisition of electronic resources through the UN System Electronic Information Acquisitions Consortium (UNSEIAC) (hereinafter "the Consortium") by the International Tribunal for the Law of the Sea (ITLOS) and the International Seabed Authority (ISA) (hereinafter referred to as "the Parties").
2. The Consortium allows individual United Nations (UN) agencies and organizations to select titles from a constantly growing list of suggested electronic resources. The Consortium liaises with the vendors and handles invoices and technical issues on the agencies and organizations behalf. The total cost for all products a member agency or organization requires is calculated into an itemized invoice and the agency or organization is required to make a single payment to the UN Headquarters at the start of each year.

II. COOPERATION BETWEEN THE PARTIES

3. The ITLOS is a member of the Consortium. Membership is based on the Memorandum of Agreement between the ITLOS and the UN for consortium-based purchasing of electronic information systems dated 26 November 2012. The Memorandum of Agreement is annexed to this MoU.
4. The ISA wishes to participate in the Consortium through the ITLOS membership and is willing to do so on the terms and conditions set forth in the MoU. The ITLOS will serve as a lead organization for the purpose of the MoU.
5. Both Parties are intergovernmental organizations established under the United Nations Convention on the Law of the Sea and have relationship agreements with the UN. The Consortium, represented by Ms Enriqueta Zagroba, Coordinator, UN System Electronic Information Acquisition Consortium (UNSEIAC) United Nations Dag Hammarskjold Library, has given its authorization to the Parties entering into a cooperative agreement for joint subscriptions to the products offered by the Consortium.

III. IMPLEMENTATION

6. The Parties will make a joint annual selection of products offered by the Consortium. Upon receipt of the annual product offer of the Consortium, the ITLOS will forward the full list of products to the ISA. Both Parties will review the list and agree on the products which both wish to acquire. Each Party may also select products for individual purchase.
7. The ISA will inform the ITLOS of the IP addresses for which it wishes to obtain access to electronic resources of the Consortium. The ISA will also inform the ITLOS of any change in those IP addresses.

8. The ITLOS will transmit the list of products selected by the Parties and the information relating to the IP addresses of the ISA to the Consortium in accordance with the Memorandum of Agreement between the ITLOS and the UN for consortium-based purchasing of electronic information systems dated 26 November 2012.

9. Each Party will comply with all applicable terms and conditions for the procurement of information services contained in the Memorandum of Agreement between the ITLOS and the UN for consortium-based purchasing of electronic information systems dated 26 November 2012, in particular as regards license agreements, copyright protection and the entry by a Party into any subscription arrangements with third parties for services to which the Consortium subscribes.

IV. FINANCIAL ARRANGEMENTS

10. The ITLOS as the lead organization under this MoU and the only Party that holds membership of the Consortium will receive the annual invoice from the Consortium. The invoice will cover all products acquired jointly by both Parties and those acquired individually by each Party.

11. The ITLOS will be responsible for making payments for invoices received from the Consortium. The ISA will reimburse the ITLOS 50 per cent of the costs of the products selected by both Parties and 100 per cent of the costs of the products acquired solely by the ISA.

12. Under clause 2 (f) of the Memorandum of Agreement between the ITLOS and the UN for consortium-based purchasing of electronic information systems dated 26 November 2012, the ITLOS is required to pay an annual fee to the Consortium. The ISA will reimburse the ITLOS the cost of this annual fee to an extent reflecting the amount of Consortium resources subscribed to by the Parties. The ITLOS will make the respective calculation upon being charged with the annual fee by the Consortium and submit it to the ISA.

13. The ITLOS will transmit to the ISA a copy of the annual UNSEIAC invoice upon its receipt. The ISA will reimburse the ITLOS its share of the invoice amount within a period of 60 days from the date at which the ISA receives a copy of the invoice.

14. Those arrangements apply *mutatis mutandis* also to Mid-year Adjustment Invoices and Year-end Adjustment Invoices of the Consortium. If such invoice results in a credit, the ITLOS will reimburse the ISA its share of the credit. If such invoice results in additional charges, the ISA will reimburse ITLOS its share of the additional charges.

V. RESPONSIBILITY AND LIABILITY

15. Each Party shall be liable for its own acts or omissions or those of its personnel, employees, agents, servants, officials, sub-contractors or representatives, in connection with this MoU.

16. Each Party shall be responsible for dealing with all claims against it arising from or in connection with its own acts or omissions or those of its personnel, employees, agents, servants, officials, sub-contractors or representatives, in connection with this MoU.

17. Each Party shall be responsible for dealing with all claims against the other Party arising from or in connection with its own acts or omissions or those of its personnel, employees, agents, servants, officials, sub-contractors or representatives, in connection with this MoU, and shall economically indemnify such other Party from costs or other financial liabilities arising from such acts or omissions.

18. The Parties shall reasonably provide one another with all effective and prompt assistance in dealing with any claims by third-parties against either Party arising from or relating to this MoU.

VI. RESOLUTION OF DISPUTES

19. Any relevant matter for which no provision is made in this MoU, or any dispute, controversy or claim between the Parties shall be resolved, in keeping with the relevant resolutions and decisions of the appropriate governing organs of the Parties, by negotiations between the Parties or through conciliation.

20. In the absence of settlement by either or both of these means, either Party shall have the option of requesting arbitration by a single arbitrator to be appointed by mutual agreement of the Parties. In case the Parties cannot agree on the arbitrator, they will request the President of the Meeting of States Parties to the United Nations Convention on the Law of the Sea to make the nomination.

21. The procedures for the arbitration shall be fixed, in consultation with the Parties, by the arbitrator, taking into consideration the status and privileges and immunities of the Parties. The arbitrator's award shall be made in writing and shall contain a full statement of the facts and reasons upon which it is based. The arbitrator may not award punitive damages or interest. The Parties shall accept and be bound by any arbitral award as the final adjudication of any such matter, dispute, controversy or claim. The expenses of the arbitration shall be borne equally by the Parties, except for the costs of legal representation, which each Party shall bear separately.

VII. EFFECTIVE DATE, REVIEW, MODIFICATION, AND TERMINATION

22. This MoU shall take effect upon the date of the last signature affixed below, and shall remain in effect for a period of 5 years. The first year will be considered as a trial period. This MoU may be reviewed annually or at the request of either party. This MoU may be modified at any time upon joint approval. This MoU may be terminated at any time by mutual written agreement of the Parties, or by any Party upon 90 days written notice. Regardless of a termination of the MoU, the Parties will continue to comply with



the MoU until the subscriptions to electronic resources with the Consortium which they have made pursuant to paragraphs 6 to 8 of the MoU expire. The MoU will also be terminated if and when the membership of ITLOS in the Consortium is terminated. In such case, ISA's participation in the Consortium through the ITLOS membership will cease on the date of termination of the ITLOS membership.

VIII. POINTS OF CONTACT

23. The following individuals will be the points of contact for this MOU:

International Tribunal for the Law of the Sea	International Seabed Authority
Name: Elzbieta Mizerska-Dyba	Michelle Bond
Title: Head of Library and Archives	Librarian
Address: Am Int. Seegerichtshof 1 22609 Hamburg Germany	14-20 Port Royal Street Kingston Jamaica
Phone: +49-40-35607-225	+1 876 922 9105
FAX: +49-40-35607-245	+1 876 922 0195
Email: mizerska@itlos.org	mbond@isa.org.jm

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the International Tribunal for the Law of the Sea and of the International Seabed Authority, respectively, have on behalf of the Parties signed the present Memorandum of Understanding.

For the International Tribunal for the Law of the Sea:  Name: Philippe Gautier Title: Registrar Date: 12 June 2014 Place: New York, NY USA	For the International Seabed Authority:  Name: Nii Allotey Odunton Title: Secretary-General Date: 12 June 2014 Place: New York, N.Y. USA
--	---