



UNITED NATIONS
KUWAIT



MEMORANDUM OF UNDERSTANDING

Between
The United Nations in the State of Kuwait
and
Kuwait Institute for Judicial & Legal Studies

State of Kuwait
March 2024



MEMORANDUM OF UNDERSTANDING

Between

THE UNITED NATIONS
REPRESENTED BY THE

THE OFFICE OF THE RESIDENT COORDINATOR IN THE STATE OF KUWAIT

And

KUWAIT INSTITUTE FOR JUDICIAL & LEGAL STUDIES

CONCERNING COOPERATION IN MEETING THE AGENDA FOR SUSTAINABLE DEVELOPMENT IN THE STATE
OF KUWAIT

WHEREAS the United Nations Resident Coordinator Office in the State of Kuwait (hereinafter referred to as «UN-Kuwait») acts as the Coordinating Office for relevant United Nations Agencies, Funds and Programs, having its office in Mishref, Block 7, Diplomatic Square, United Nations House, State of Kuwait, is responsible for coordinating the United Nations Country Team efforts in State of Kuwait towards realizing 2030 Agenda and Sustainable Development Goals in alignment with the Kuwait Vision 2035,

WHEREAS Kuwait Institute for Judicial and Legal Studies, hereinafter referred to as “The Institute”, located in Kuwait City, Al-Qibla, Abu Bakr Al-Siddiq Street, off Fahd Al-Salem Street, Kuwait City - State of Kuwait. It is an institution established as per Decree Law No. 37 of 1994. It undertakes the preparation and training of members of the Public Prosecution Office, members of the Fatwa and Legislation Department, and the General Department of Investigations, in addition to supporting the judges’ expertise and capacity building to enhance their performance and applied practice. It is also concerned with the formation of judicial agents and the qualification of legal workers in the state agencies to develop research in the legal, judicial, and jurisprudential fields.

WHEREAS UN-Kuwait and the Institute (hereinafter referred to as the "Signatories"), share a common aim in implementing the provisions of this Agreement impartially, without discrimination, direct or indirect. For reasons of race, sect, religion, creed, nationality, political belief, gender, disability, or any other type of discrimination, especially since the law establishing the institute and its objectives contradict discrimination in general, in line with the Constitution of the State of Kuwait.

Recognizing the critical importance of partnerships with government institutions to promote the achievement of the Sustainable Development Goals (“SDGs”) under the United Nations Sustainable Development Cooperation Framework (UNSDCF) and especially through its SDG Partnership Platform flagship program launched at the 72nd session of the UN General Assembly;

THEREFORE, *Acknowledging* the Signatories’ common intent to strategically collaborate in order to support the achievement of the SDGs, *Kuwait National Development Plan 2020-2025* and to continue to make progress on recovery and resilience in the post COVID-19 era, specifically along key cross-cutting areas of common interest; Aiming to cooperate in areas of mutual interests related to the work of the United Nations Country Team in the State of Kuwait and the development efforts by Kuwait Institute for Judicial



and Legal Studies; the signatories wish to express their intention to cooperate as follows in this Memorandum of Understanding (hereinafter referred to as the "MoU").

Article I **Objective and Scope**

This MoU sets forth the general terms and conditions of cooperation between the Parties (hereinafter referred to as the "Signatories").

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

Article II **Areas of Cooperation**

In pursuing the objective of the memorandum of understanding, the Signatories agreed to cooperate, through their respective organs, within areas of common concern, in particular

1. Enhance technical cooperation and exchange in various fields in relation to law and justice in the State of Kuwait.
2. Support for enhancing the capabilities and mutual learning for the Signatories and as required.
3. Holding joint programs online or through personal attendance in cooperation with the relevant United Nations agencies, funds, and programmes, mandated to support the State of Kuwait in the areas of justice, law, human rights and research.

Article III **Modalities of Cooperation**

This Memorandum of Understanding shall provide a general framework for inter-institutional dialogue and cooperation between UN-Kuwait and the Institute, and will include the following modalities as means of implementing this cooperation:

1. This agreement will address, inter alia, the responsibilities and liability of each Signatory and financial arrangement.
2. The Signatories shall invite each other to participate in meetings to discuss the related topics.
3. The Signatories shall carry out annual consultations and prepare written Work Plans specifying the program of activities that will be undertaken during the year, as well as the appropriate bodies for their implementation.
4. The Signatories shall engage in joint efforts to promote innovative solutions to Judiciary matters and Human Rights national priorities.
5. Each Signatory shall endeavor, as far as is appropriate within its own framework, to respond favorably to requests for cooperation in accordance with this MoU.
6. The Signatories shall not to use a logo, name, or abbreviation of a party's name except for the



purposes of this memorandum or in the joint work agreed upon, provided that this is with the prior written consent of those who represent it by law. The Signatories shall refrain from any action that may adversely affect the reputation and interests of either of them.

7. The Signatories will negotiate and conclude appropriate forms of agreement once they have identified specific projects and activities to be implemented relating to the areas of their mutual interests.
8. Neither Party and its employees, contractors, or agents shall, for any purpose whatsoever, be deemed to have legal status associated with or dependent on the other Party.

Article IV **Title rights**

The ownership of intellectual property and other proprietary rights and patents with regards to all materials produced, prepared or collected in consequence of or in the course of the execution of this MoU shall be agreed upon on a case-by-case basis, in writing. In principle, such rights shall belong to the Signatory generating the material, and the other Signatory shall be granted a worldwide, non-exclusive, perpetual, and royalty-free license to use the intellectual property for non-commercial purposes.

Article V **Reporting requirements**

The focal points of both Signatories shall consult with one another, prepare and submit to the executive heads of both Signatories joint progress reports on the activities and work plans that have been agreed upon. The focal points, at a minimum, shall prepare a bi-annual/ annual report.

Article VI **Dispute Settlement**

Amicable Settlement: Any dispute arising in connection with the interpretation or implementation of this Memorandum of Understanding shall be settled between the parties through diplomatic channels, consultations, and negotiations. Such settlement shall be in accordance with any provisions in force within the agreements between the State of Kuwait and the United Nations, its organizations, programs, and agencies, or pursuant to any other procedure that may be mutually agreed upon in writing between the signatories.

Article VII **Privileges and immunities**

Nothing in or related to the present MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UN-Kuwait, outlined in the Convention on the Privileges and Immunities of the United Nations of 13 February 1946, including subsidiary organs.



Article VIII **Entry into Force, Amendment and Termination**

1. This Memorandum of Understanding shall enter into force from the date of its signing by the parties and will remain valid for (4) years.
2. This Memorandum of Understanding may be amended in writing by mutual agreement of the parties at any time, and such amendments shall enter into force in accordance with the procedures agreed upon.
3. Either party has the right to terminate this Memorandum of Understanding within thirty (30) days of sending written notice to the other party in this regard, and upon receipt of such termination notice, the parties shall take immediate steps to terminate their activities arising under this Memorandum. This also applies in force majeure circumstances.
4. Termination of this Memorandum of Understanding shall not affect the validity or duration of activities and projects carried out in connection with this Memorandum of Understanding.

Article IX **Notices**

Any notice required to be given by either Signatory under this Agreement shall be given in writing in Arabic and/or English language(s), shall be deemed given when received by the other Signatory, and shall be conveyed via first class mail, postage prepaid, or via private courier, facsimile or electronic mail to the "Signatories" respective focal points:

For the UN-Kuwait

Mr. Naser Al-Shatti
Head of The Resident Coordinator Office
West Mishref Diplomatic Square, UN house
Telephone: +965 25308000
naser.alshatti@un.org

For the Institute

Chancellor / Saud Al Sanea
Member in the institute's technical office
Kuwait institute for Judicial & Legal Studies
Telephone: +965 95500049
saudyalsanea@icloud.com

Any notice required to be given by either Signatory under this Agreement shall be given in **IN WITNESS WHEREOF** the undersigned duly authorized representatives of the UN-Kuwait and the Institute, have signed this Agreement in two original copies, each in English and/ or Arabic, at the place and on the day below written.

In case of any dispute on the interpretation of the Agreement's provisions, the Arabic and the English versions shall prevail equally.



UNITED NATIONS
KUWAIT



For UN-Kuwait

Signature: _____

Ghada

H.E. Ghada Hatem El-Taher
United Nations Resident Coordinator
State of Kuwait
On behalf of the United Nations Agencies,
Programmes and Funds

Date: 10th March 2024

For the Institute

Signature: _____

Hani Al-Hamdan

Chancellor/ Hani Al-Hamdan
General Director
Kuwait Institute for Judicial & Legal Studies
State of Kuwait

Date: 10th March 2024

Annexes

Annex 1: Mandated Agencies.





UNITED NATIONS
KUWAIT



Annex 1

United Nations Mandated Agencies

- **UNDP:** United Nations Development Programme
- **UNHCR:** United Nations High Commissioner for Refugees
- **IOM:** International Organization for Migration
- **ILO:** International Labour Organization
- **UNICEF:** United Nations Children's Fund
- **UNODC:** United Nations Office on Drugs and Crime.