

## **MEMORANDUM OF UNDERSTANDING**

**between**

**THE WORLD MARITIME UNIVERSITY**

**and**

**THE CITY OF MALMÖ**

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are the World Maritime University (WMU), Fiskehamngatan 1, 211 18 Malmö, Sweden of the International Maritime Organization, a Specialized Agency of the United Nations and the City of Malmö, 205 80 Malmö, Sweden.
  
2. **PURPOSE.** The purpose of this MOU is to provide a framework for cooperation between the Parties in the field of maritime and ocean affairs. The Parties recognize Malmö as a platform for bringing national and international academia, industry and civil society together. This Memorandum of Understanding aims to foster the development of new knowledge in sustainable ocean governance and literacy which can benefit the City of Malmö and the World Maritime University as well as be used for capacity building abroad. The Parties also intend to make use of the new knowledge to support the implementation of the UN Sustainable Development Goals, and in particular Goal 11 on making cities and human settlements inclusive, safe, resilient and sustainable and Goal 14 on the conservation and sustainable use of the oceans, seas and marine resources for sustainable development.
  
3. **AREAS OF COOPERATION.** The Parties agree to encourage and develop collaborative and reciprocal activities in the following thematic areas:
  - a. Cooperation on educational activities that serve to improve ocean literacy among professionals, as well as among young people nationally and internationally;
  - b. Fostering research and capacity-building initiatives;
  - c. Cooperation in the delivery of conferences, seminars and workshops.

4. **IMPLEMENTING ARRANGEMENTS.** The implementation of each Area of Cooperation in this MOU shall be carried out through an Implementing Arrangement agreed upon by the Parties.
5. **FINANCIAL ARRANGEMENTS.** The Parties accept that the cooperation set forth in the Areas of Cooperation are subject to the availability of the necessary financial resources and their technical and logistical capacities.
6. **DURATION OF THE AGREEMENT.** The MOU shall come into effect when signed by both Parties and shall have a duration of five (5) years, after which any extension or amendments may be made in writing as agreed by both Parties.
7. **CONFIDENTIALITY.** The Parties shall not use or disclose any information they receive from each other under this MOU, including any information that is identified as confidential or exempt from mandatory public disclosure, except as necessary to carry out the purpose of this MOU or if required by national law or court order. The obligation to observe confidentiality still applies after the termination of this MOU.
8. **INTELLECTUAL PROPERTY.** All intellectual property provided by WMU and the City of Malmö within the framework of this MOU shall remain the intellectual property of the corresponding Party and cannot be used by the other Party without previous written authorization.
9. **USE OF NAME AND LOGO.** The Parties shall not be entitled to use or display each other's name or logo without the prior agreement of the owner of the said name or logo.
10. **TERMINATION.** Either Party may terminate this MOU upon 90 days' written advance notification to the other Party.
11. **SETTLEMENT OF DISPUTE.** The Parties agree to resolve any disagreements or disputes that may arise in relation to this Memorandum of Understanding in a mutually agreeable manner. Any dispute, controversy or claim between the Parties arising out of or relating to this MOU that cannot be amicably settled, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then pertaining. The place of the arbitration will be Malmo, Sweden.
12. **PRIVILEGES AND IMMUNITIES OF THE UNIVERSITY.** Nothing in this Agreement shall be considered as a waiver of the privileges and immunities of the University in accordance with the Charter of the University and provided for in the Convention on Privileges and Immunities of the Specialized Agencies of the United Nations of 21 November 1947, including Annex XII, as amended.
13. **FOCAL POINT PERSON.** Both parties will nominate a Focal Person to be responsible for the implementation of the MOU and associated agreements.

On behalf of WMU: Director, WMU-Sasakawa Global Ocean Institute

On behalf of City of Malmö: Head of Unit, Environment Department, City of Malmö

This MoU has been drawn up in two original copies in the English language, each Party receiving one duly signed copy thereof.

**SIGNED:**

Date:

Date:

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**Dr Cleopatra Doumbia-Henry**  
**President**  
**World Maritime University**  
**Malmö, Sweden**

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**Katrin Stjernfeldt Jammeh**  
**Mayor**  
**City of Malmö**  
**Malmö, Sweden**