# MEMORANDUM OF UNDERSTANDING

## **BETWEEN**



# THE SECRETARIAT OF THE ASIAN-AFRICAN LEGAL CONSULTATIVE ORGANIZATION

### **AND**



ALLAMEH TABATABA'I UNIVERSITY

# Memorandum of Understanding between the Asian-African Legal Consultative Organisation (AALCO) and Allameh Tabataba'i University (ATU)

#### Preamble

The Secretariat of the Asian-African Legal Consultative Organization at New Delhi, India (hereinafter referred to as the "AALCO Secretariat") and Allameh Tabataba'i University, in Tehran, Islamic Republic of Iran (hereinafter referred to as "ATU");

Considering that the AALCO was established to serve as an advisory body to its Member States in the field of international law and provide a forum for cooperation in legal matters of common concern, as well as to establish cooperative arrangements with the United Nations, its Agencies and other International Organizations or bodies with a view to promoting such cooperation in the field of international law in the Asian and African regions and that the AALCO Secretariat is entrusted with the responsibility of establishing such cooperative arrangements,

Also Considering that ATU is one of the globally renowned universities in the field of international law with a purpose to promote academic exchanges among legal communities across the globe and encourage research on major international law issues.

*Convinced* that the development and strengthening of their cooperation in matters of common interest would be of mutual benefit to both organizations, and bring about better coordination and effective implementation of their respective objectives;

Have agreed as follows:

#### Article I

#### Objectives and Representation

- 1. The purpose of this Memorandum of Understanding (hereinafter referred to as the "MoU") is to provide a framework between the AALCO Secretariat and the ATU to promote cooperation in matters of common interest relating to their purpose and functions, and particularly in the interest of AALCO Member States.
- 2. The AALCO Secretariat and ATU may extend mutual invitation to participate, as an observer, in their respective meetings on matters of particular concern to them.
- 3. International Law Clinic, an institute specialized in matters of public international law, will represent ATU in carrying out the activities and events agreed by the parties in implementation of the present MOU.

#### Article II

#### **Exchange of Information**

- 1. Subject to their respective polices and rules regarding disclosure of information and within the framework of this MoU, the AALCO Secretariat and ATU will exchange relevant information and documents, conduct and issue joint research and publications in matters of international law and academic issues of concern to Member States of AALCO and of interest to ATU.
- 2. The AALCO Secretariat and ATU will also keep each other informed of current and planned activities of mutual interest for the purpose of identifying areas in which cooperation between them may prove desirable.

#### Article III

#### **Technical Cooperation**

- 1. In pursuing their respective objectives, the AALCO Secretariat and ATU will seek each other's technical cooperation as appropriate to assist in developing and conducting activities and events of mutual interest, including the following:
- Exploring the feasibility of cooperation on international legal matters of common concern;
- Conducting training programmes jointly in international law, particularly for young diplomats, government officials, academic scholars and in-house research Staff.

These areas could be extended by mutual consent where necessary.

- 2. Wherever appropriate, the AALCO Secretariat and ATU may carry out joint studies and cooperate in the implementation of specific programmes or projects, relating to matters of common concern; conduct seminars, workshops and training programmes on areas deemed necessary.
- 3. Wherever convenient, the AALCO Secretariat may consider providing internship opportunities to graduate students of ATU and ATU may consider providing research opportunities to the Staff of the AALCO Secretariat, subject to further consultations regarding the details.
- 4. Wherever appropriate, the AALCO Secretariat and ATU may establish a joint International Law Clinic to further the goals and objectives under this MoU.

#### Article IV

#### **Financial Implications**

- 1. Any minor and ordinary expenditure relating to the implementation of this MoU will be borne by the respective parties to the MoU.
- 2. If the cooperation proposed by one of the Parties to the other in accordance with this MoU entails expenditure beyond minor and ordinary expenditures, consultations will be held between the Secretary-General of the AALCO and the President of ATU to determine the

availability of resources required, the most equitable way of meeting such expenditure and, if resources are not readily available, the most appropriate ways to obtain the necessary resources.

#### Article V

#### Implementation of the MoU

The Secretary-General of the AALCO and the President of ATU may enter into supplementary arrangements for the implementation of this MoU in writing.

#### Article VI

#### Entry into effect, duration and termination

This MoU will enter into effect on the date of signing by the Secretary-General of the AALCO and the President of ATU. Thereafter, it will remain in effect for an unlimited period of time, unless either Party informs the other Party, in writing, of its intention to terminate the MoU at least 6 months prior to its termination.

Unless otherwise decided by the Parties in writing, the termination of this MoU will not affect the implementation of any cooperative activities undertaken under the MoU and not yet completed at the time of its termination.

#### Article VII

#### Modification

This MoU may be modified by written mutual consent of the Parties. Such modification will enter into effect pursuant to conditions described in Article VI above.

#### Article VIII

#### Settlement of Disputes

Any difference or dispute between the Parties arising out of interpretation, implementation or application of this MoU will be settled amicably through mutual consultation or negotiations between the Parties.

**IN WITNESS THEREOF** the undersigned, Secretary-General of the Asian-African Legal Consultative Organization (AALCO) and the President of Allameh Tabataba'i University (ATU), respectively, sign the present Memorandum of Understanding.

Done in duplicate in English, on this  $..17.^{th}$  day of ..July..., 2021. Both originals are equally authentic.

For the Secretariat of the Asian-African Legal Consultative Organization For Allameh Tabataba'i University

**Prof. Kennedy Gastorn** Secretary-General Prof. Dr. Hossein Salimi President