MEMORANDUM
of Understanding between the United Nations and the Eurasian Economic Commission

This MoU is between the United Nations, represented by the Office of Legal Affairs through its International Trade Law Division, and the Eurasian Economic Commission, hereinafter referred to as the Parties.

Whereas,

The General Assembly of the United Nations established, in its resolution 2205 (XXI) of 17 December 1966, the United Nations Commission on International Trade Law (UNCITRAL) with a mandate to further the progressive harmonization and modernization of the law of international trade by preparing and promoting the use and adoption of legislative and non-legislative instruments in a number of key areas of commercial law;

The Eurasian Economic Commission (EEC) as a permanent regulating body of the Eurasian Economic Union (EAEU), established by the Treaty on the Eurasian Economic Union of 29 May 2014 ("Treaty"), acting within the frame of its competence as derived from the Treaty and international treaties within the EAEU, including inter alia such areas as mutual trade in services and investments, customs regulation, establishment of trade regimes with third parties, statistics of foreign and mutual trade, electronic commerce, competition policy, natural monopolies, state (municipal) procurement, transport and transportation.

The Parties,

having a common objective in promoting trade law reform with a view to fostering efficient, sustainable and inclusive economic development;

supporting the principles of enhanced (in-depth) cooperation between international institutions so as to use common potential and to strengthen relevant core competencies and comparative advantages as well as sharing experience;

have reached the following understanding.

I. Objectives

The purpose of this MoU is to establish a framework of cooperation and understanding between the Parties, to facilitate collaboration in the preparation and adoption of acts of the EAEU bodies in the field of trade law based on UNCITRAL texts, and to support their effective use and implementation.

II. Areas of Cooperation

To achieve the objectives of this MoU, the scope of technical cooperation and assistance activities that the Parties may undertake in accordance with this MoU will include:

1) developing the EEC's awareness and understanding of UNCITRAL texts and their contribution to achieving the objectives of the EAEU;

2) conducting analyses and identifying areas for providing recommendations on improving the law of the EAEU based on UNCITRAL texts as well as exchanging of analytical information, best practices and information on the implementation of UNCITRAL texts in the law of the EAEU;

3) building capacity to adopt, implement and use UNCITRAL texts and other relevant standards;

4) advising on and supporting the exchange of information in relation to the EEC documents and UNCITRAL texts, including with respect to trade and economic cooperation, best practices and lessons learned, and other relevant matters;

5) participating in various events organized by each Party as well as holding consultations, seminars, conferences, forums, round tables, working groups and other events;

6) organizing, with the support of UNCITRAL, a series of webinars for representatives of the competent authorities of the EAEU Member States in order to raise awareness of the work of UNCITRAL and its working groups and to more actively involve representatives of the competent authorities of the EAEU Member States in the work carried out by UNCITRAL;

7) engaging in other collaborative activity that the Parties consider appropriate to support the objectives of this MoU.

III. The Joint Committee

1. The Parties will establish a Joint Coordinating Committee to facilitate communication on the implementation of the provisions of this MoU ("Joint Committee").

2. The Joint Committee will be responsible for the following:

1) setting out an operational plan (if needed) to implement this MoU;

2) holding meetings (whenever necessary) at the request of either Party and at least once a year to discuss areas of cooperation;

3) proposing new areas of cooperation of mutual interest between the Parties in accordance with their competencies;

4) conducting periodical assessment of cooperation and preparing reports to be shared between the Parties to improve cooperation dynamics between the Parties.

IV. Procedure of Cooperation between the Parties

1. The information that the Parties may exchange under this MoU may be used only for the purposes of its implementation and in those areas for which this information was transferred.

2. Neither Party will transfer such information to a third party without the written consent of the other Party (unless this information is already available in the public domain), even after the expiration or termination of this MoU.

3. Information, access to which is limited in accordance with international treaties and acts constituting the law of the EAEU as well as the legislation of the EAEU Member States, will not be transferred by the EEC.

4. Neither Party, within the framework of the implementation of this MoU, will use the name, abbreviation, and emblem of the other Party, without the prior consent of the other Party. Specifically, the Parties acknowledge that:

1) The use of the United Nations name, abbreviation and emblem, including UNCITRAL, is used exclusively by UNCITRAL and is subject to the prior consent of the United Nations;

2) The use of the EAEU name, abbreviation and emblem, including the EEC, is used exclusively by the EEC and is subject to the prior consent of the EEC.

5. Nothing in or relating to this MoU will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

6. Nothing in this MoU will be intended to be or interpreted as an implicit or explicit waiver of the privileges and immunities of the EEC and their officers and employees under the Treaty.

V. Implementation of this MoU

1. This MoU is not an international treaty and thus does not establish any rights and obligations under international law.

2. The implementation of individual projects under this MoU will be subject to separate, project-specific agreements between the Parties.

3. This MoU will be deemed as a general framework for joint activities and cooperation between the Parties and will not create any financial obligations on either Party. Each Party will bear its own costs of the services provided for the implementation of this MoU according to the applicable and relevant internal regulations adopted by each Party.

4. The Parties intend to settle all matters regarding the implementation of this MoU through consultations and/or negotiations.

VI. Amendments

The Parties may agree, in writing, to amend this MoU by signing a relevant protocol.

VII. Entry into force, duration and termination

1. This MoU will remain valid for 3 years from the date of its signature and can be prolonged for a similar period by agreement of the Parties.

2. Either Party may terminate the application of this MoU by sending a written notice to the other Party. The application of this MoU will be terminated upon expiration of 3 months from the date of receipt of such notification.

3. The termination of the application of this MoU will not affect the activities and events under implementation, and the provisions of this MoU will remain applicable to these activities and events, unless otherwise agreed in writing by the Parties.

Signed in the city of Astana on May 28, 2026, in two copies, each in the English and Russian languages.

For the United Nations

For the Eurasian Economic Commission