

MEMORANDUM OF UNDERSTANDING
between the
UNITED NATIONS and
THE GUILÉ-FOUNDATION

WHEREAS, the United Nations, an international intergovernmental organization with its headquarters located in New York, New York 10017, U.S.A., represented by its Global Compact Office (hereinafter the United Nations is referred to as "the Global Compact Office") and the Guilé-Foundation, a foundation with its headquarter in 19-21 Route de Mont-Renaud, 2926 Boncourt / Switzerland ("the Parties") have agreed to collaborate to raise the level of awareness of, respect for, and the quality of implementation of, the ten principles of the UN Global Compact;

NOW, THEREFORE, the Parties hereby agree as follows.

Article 1
Purpose

The purpose of this Memorandum of Understanding is to set forth the terms and conditions of the collaboration between the Global Compact Office and the Guilé-Foundation.

Article 2
Responsibilities of the Guilé-Foundation

The responsibilities of Guilé-Foundation under this Memorandum of Understanding will include the following:

- (a) Keep the Global Compact Office informed about:
 - i) the initiation and development of the Guilé European Engagement Fund, which will focus on European companies that have signed onto the Global Compact; and
 - ii) the related activities of the Guilé-Foundation.
- (b) On an annual basis, provide to the Global Compact basis a summary of findings and best practice examples based on the Guilé-Foundation's dialogue with European Global Compact participants.



Article 3
Responsibilities of the Global Compact Office

The responsibilities of the Global Compact Office under this Memorandum of Understanding will include the following:

- (a) Keep the Guilé-Foundation informed of activities and developments of the UN Global Compact, especially in Europe, including with respect to events, initiatives, policies and local networks;
- (b) Facilitate access by the Guilé-Foundation to the "Communication on Progress" reports prepared by Global Compact participants.

Article 4
Use of the Global Compact name and logo

Use of the Global Compact name and logos is governed by the Global Compact Office's Policy on the use of the Global Compact name and logos.

Article 5
Information

1. All confidential information in written form exchanged between the Parties shall be clearly marked "CONFIDENTIAL" or "PROPRIETARY". Neither Party shall disclose confidential information obtained from the other Party to anyone else unless authorized in writing to do so. Information concerning Global Compact participants exchanged between the Parties can only be published or communicated in aggregate form without naming any company names.

2. Before either Party makes any announcement about or publishes any press release relating to the terms of this Memorandum, it must first be cleared with the other Party.

Article 6
Financial arrangements

Each party shall be responsible for its own costs under this Memorandum.

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

Article 7
Indemnification

The Guilé-Foundation shall indemnify, hold and save harmless, and defend, at its own expense, the Global Compact Office, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Guilé-Foundation or their employees, officers, agents or sub-contractors, in the performance under this Memorandum of Understanding. The obligations under this Article do not lapse upon termination of this Memorandum of Understanding.

Article 8
Termination

1. This Memorandum of Understanding may be terminated by either Party upon giving two weeks' notice in writing.
2. Termination of this Memorandum would terminate any authorization to use information provided by either Party under this Memorandum.
3. Termination of this Memorandum of Understanding would terminate any authorization to use the name and logos of the Global Compact that has been given under the Global Compact Office's Policy on the use of the Global Compact name and logos.

Article 9
Resolution of disputes

The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of this Memorandum of Understanding or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law ("UNCITRAL") then obtaining, or according to such other procedure as may be agreed between the Parties in writing.



Article 10
Privileges and immunities

Nothing in or relating to this Memorandum of Understanding shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations.

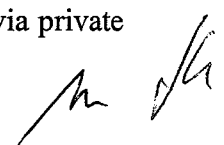
Article 11
Duration and Amendment

1. This Memorandum of Understanding will become effective upon signature by authorized representatives of the Parties hereto, and will remain in effect for the duration of three years with an option for prolongation, unless it is terminated in accordance with Article 8 above.

2. This Memorandum of Understanding may be amended only in writing with the signature of the authorized representatives of the Parties hereto.

Article 12
Notices

Any notice required to be given by either Party under this Memorandum of Understanding shall be given in writing, shall be deemed given when actually received by the other Party, and shall be conveyed via first class mail, postage prepaid, or via private courier, facsimile or electronic mail, as follows:



To the Global Compact Office:

S-1886, United Nations
First Avenue, New York, NY 10017
United States
Fax: +1-212-963-1207
E-mail: globalcompact@un.org

To the Guilé-Foundation

19-21 Route de Mont-Renaud
2926 Boncourt / Switzerland
Fax: +41 32 475 23 43
E-mail: info@guile.net

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the United Nations and the Guilé-Foundation have signed this Memorandum of Understanding in New York and [] on the dates indicated below.

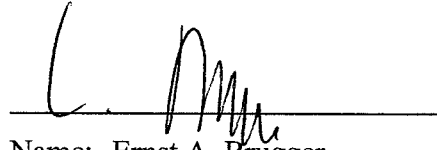
FOR THE UNITED NATIONS:



Name: Georg Kell
Title: Executive Director
UN Global Compact Office

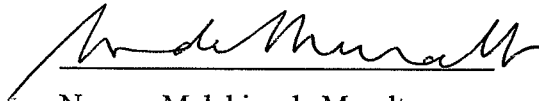
Date: 29.9.06

FOR GUILÉ-FOUNDATION



Name: Ernst A. Brugger
Title: Member of the Board
Guilé-Foundation

Date: 29.9.06



Name: Melchior de Muralt
Title: Member of the Board
Guilé-Foundation

Date: 29.9.06

