

MEMORANDUM OF UNDERSTANDING

Between

UNITAR Prosperity Alliance Shenzhen (GBA) having its headquarters at International Talent Building, No. 17, Fuzhong Road, Futian District, Shenzhen, China, represented by Mr. Lin, Yufeng, Director of the Office.

And

Greycells, having its headquarters at Domaine La Pastorale (Maison Rose), Route de Ferney 106, 1202 Geneva, Switzerland, represented by Dr. David M. Dror, Chairman of the Board

2025 May 29

To promote in-depth cooperation between the two parties in fields such as sustainable development and the cultivation of international talents, leveraging Party UNITAR Prosperity Alliance Shenzhen (Greater Bay Area “GBA”) Center's advantages and its international resource integration capabilities, combined with Party B Greycell's strengths in expert networks and international organization resources, the two parties will engage in comprehensive collaboration to advance the practical implementation of the United Nations Sustainable Development Goals (SDGs). Guided by the principle of "complementary resources, mutual benefit, and shared success," the parties hereby reach the following cooperative intentions:

A. Introduction of Parties

Party A

UNITAR Prosperity Alliance Shenzhen (GBA) (hereinafter referred to as “PASZ”) is jointly established by the United Nations Institute for Training and Research (UNITAR) and the China (Shenzhen) International Personnel Training Center. The PASZ is committed to establishing a collaborative platform that unites government entities, academic institutions, private sectors, and individuals to address pressing challenges through the provision of high-quality training and resources. The PASZ is an independent entity that operates autonomously while maintaining alignment with UNITAR’s standards and principles.

Party B

Greycells, founded in 2008 by former international civil servants as the non-profit Association of Former International Civil Servants for Knowledge Sharing, distinguishes itself through its commitment to development issues aligned with the United Nations Sustainable Development Goals. At the core of Greycells’ mission is the dissemination of UN values, achieved by leveraging the knowledge and experience of its former staff members. This mission is pursued through two interconnected strategies: facilitating intergenerational dialogue between seniors and millennials, and fostering exchanges between the Geneva-Swiss population and the international expatriate community. A further priority for Greycells is the pro bono sharing of practical knowledge accumulated by its members with students and young professionals—an essential element in strengthening ties between the international and local communities in Geneva. Greycells also plays an active role in the Coalition for the UN We Need, collaborating with more than 40 global think tanks and NGOs.

B. Scope and Extent of Cooperation

The Parties agree to jointly pursue cooperation based on their respective mandates, mission, goals, needs, expertise, networks, and work programmes, including, inter alia, the following:

- a) Design and deliver workshops, training courses, and learning related activities for government, enterprises, academics, and other target beneficiaries.
- b) Participate as guest speakers, facilitators, or co-organizers in high-level forums, conferences, and policy dialogues online offline to support international communication and exchange for the GBA regions.
- c) Conduct joint research on sustainable economic growth and educational reform, resulting in policy recommendations, white papers, and initiatives that support academic exchange and institutional development for the GBA regions.
- d) Promote partnerships, networks, and knowledge sharing, supporting academic and professional talent for project implementation, research, and advisory roles.

C. Cooperation Mechanisms

1. The PASZ creates an annual cooperation plan specifying key project, training programs, forums, and event schedules, and discuss with Greycells to formulate and finalize the plan by the end of each year.
2. Supplementary agreements may be separately signed for specific projects,

research topics, training programs, or other collaborative initiatives.

3. New initiatives under this MoU may be proposed by either Party and shall be subject to joint review and mutual agreement before implementation.

D. Other Terms

1. Under this MoU, neither party shall be obligated to make any payment to the other party solely by virtue of signing or performing this MoU. Should any financial obligations arise during actual implementation, such payments or cost-sharing shall require a separate mutual written agreement between the parties.
2. This MoU constitutes a statement of intent for collaboration. Except for matters explicitly outlined herein, both parties agree to negotiate specific project details on a case-by-case basis and, following thorough communication and completion of internal approval processes, enter into binding project-specific contracts with clearly defined rights and obligations. Any framework commitments related to cooperation in this MoU (beyond the explicitly stated terms) **do not constitute legally binding obligations**. Specific cooperation content, responsibilities, and implementation methods shall be governed by formal agreements signed subsequently.
3. All jointly developed courses, research outcomes, and deliverables shall be under **joint ownership**. Neither party may commercialize such materials without prior mutual consent. Both parties shall maintain strict confidentiality regarding non-public information obtained during cooperation. Confidential information shall be used **solely for cooperation purposes**, and both parties shall take

- reasonable measures to prevent unauthorized disclosure or use by third parties.
4. Any disputes arising from or related to this MoU shall first be resolved through **amicable negotiations**.
 5. This MoU remains effective for **three (3) years**. Matters not addressed herein may be resolved through supplementary agreements, which shall have the **same legal effect** as this MoU when duly executed.
 6. This MoU is executed in **two copies** for each party retaining one copy. It shall take effect upon signature by the **legal representatives or duly authorized representatives** of both parties.

Party A

UNITAR Prosperity Alliance Shenzhen (GBA)



Lin, Yufeng, Director of the Office

Date:

Party B

Greycells



David M. Dror, Chairman of the Board

Date: Geneva, 31 May 2025