

COOPERATION AGREEMENT

Between

the **UNIVERSAL POSTAL UNION**, an intergovernmental organization and specialized agency of the United Nations duly represented by the Director General of its International Bureau and having its headquarters at Weltpoststrasse 4, 3015 Berne, Switzerland (hereinafter the “UPU”),

and

UNI GLOBAL UNION, an association established under Swiss law and represented by its General Secretary, having its headquarters at 8–10 Avenue Reverdil, 1260 Nyon, Switzerland (hereinafter “UNI”).

The UPU and UNI may be referred to individually as “Party” or collectively as “Parties”.

PREAMBLE

WHEREAS the UPU is an intergovernmental organization and specialized agency of the United Nations whose aim is to secure the organization and improvement of the postal services and to promote in this sphere the development of international collaboration;

WHEREAS the UPU shall, as far as possible, take part in postal technical assistance sought by its member countries;

WHEREAS the UPU approved, at the 2004 Bucharest Congress, the establishment of the UPU Consultative Committee, whose aim is to represent the interests of the wider international postal sector, and to provide a framework for effective dialogue between stakeholders;

WHEREAS the UPU Consultative Committee comprises non-governmental organizations representing customers, delivery service providers, organizations of workers, suppliers of goods and services to the postal services sector and like organizations of individuals and companies which have an interest in supporting the mission and objectives of the UPU;

WHEREAS UNI is an association and a member of the UPU Consultative Committee representing labour organizations (trade unions) throughout the world, including the postal industry through its specific Post and Logistics sector;

WHEREAS participation in the UPU Consultative Committee allows UNI to continue raising its profile within the wider postal sector, especially on issues linked to social responsibility in the broad sense;

WHEREAS the purpose of UNI is to advance the sectoral interests of its affiliates and the multi-sectoral interests of its inter-professional groups;

WHEREAS UNI aims to promote the interests of workers, including those of the postal and logistics sectors, particularly in terms of building social dialogue initiatives;

WHEREAS UNI is convinced that there is a need to apply sustainable development practices to postal services at both regional and international levels, particularly in terms of respecting the need for decent working conditions for postal workers;

WHEREAS the 27th UPU Congress approved the Abidjan Postal Strategy and Business Plan 2021–2025, which recognizes the threats posed by climate change to the future of the postal sector, as well as the opportunities for large scale investments in low-emission infrastructure;

WHEREAS the work proposals of the Abidjan Business Plan include a range of deliverables related to sustainable development, supported by resolutions on gender equality and the empowerment of women (Resolution C 10/2021) and climate action by the postal sector (Resolution C 17/2021);

WHEREAS e-commerce and the information society play an important role for the postal sector and create growing opportunities for the future for postal service providers as well as for the quality of employment;

WHEREAS big data collection and the use of digitalization and new technologies in the postal sector are set to facilitate work in the future and create growing opportunities, but also require strong regulation and rules to prevent misuse;

WHEREAS the Parties wish to carry on promoting social dialogue initiatives within the framework of their respective functions, and in so doing help to achieve their respective goals;

WHEREAS the Parties wish to coordinate their efforts in order to exchange information and promote the sustainable development of international postal services in UPU member countries;

WHEREAS the Parties wish to increase the sustainability and diversification of the postal network by including new tasks, services and products and will regularly share ideas and innovative developments;

The Parties hereby agree to mutually pursue cooperation activities and sharing of information as specified in this Cooperation Agreement (hereinafter the “Agreement”) as follows:

1 Object and areas of cooperation and information exchange

- 1.1 The objective of this Agreement is to establish a framework within which the Parties may cooperate on issues of common interest as outlined herein and further defined under Annex 1 to the Agreement.
- 1.2 The Parties agree to continue promoting social dialogue initiatives with respect to employees and employers in the postal sector in order to ensure the sustainable development of international postal services in a context of postal reform, climate change, gender equality, COVID-19, diversification, digitalization and the use of new technologies.
- 1.3 Cooperation shall be achieved through exchange of information, research, development of joint guidelines and provision of training. The areas of cooperation for proposed activities are defined under Annex 1 and shall take into consideration the situation and role of postal workers alongside the position and the role of the designated operators in the sector.
- 1.4 The development of specific projects related to the implementation of the cooperation activities referred to herein shall be subject to the conclusion of separate annexes to this Agreement. Such annexes may be further revised as mutually agreed in writing by the Parties.

2 Secretariat activities

- 2.1 The secretariats of both Parties shall be charged with overseeing proper implementation and execution of this Agreement, including the provision of recommendations and information to the Parties on any additional measure needed to ensure efficient and proper coordination and planning between the Parties for the purposes of this Agreement. The secretariats shall form a high-level Steering Committee to oversee a project management approach to the agreed activities.
- 2.2 The secretariats of both Parties agree to hold a physical meeting of the Steering Committee once a year to review the joint projects and activities outlined in the Annex, evaluate them jointly and adapt them by mutual agreement to the latest developments in the sector on the basis of this Agreement.

- 2.3 The secretariats of both Parties shall, as far as reasonably possible, and other than for the annual meeting referred to in 2.2, conduct their business by electronic mail or other remote means. The relevant information on contact persons for each Party shall be exchanged by the Parties' respective secretariats.
- 2.4 Any notices to be given to either Party with respect to this Agreement (other than routine operational communications, which may be sent by electronic mail with confirmation of receipt to the contact persons referred to in 2.2 above), shall be considered as effectively given if sent by letter (with advice of receipt) addressed to the other Party at the addresses given on the first page of this Agreement.
- 2.5 The addresses and contact persons of one Party may be changed at any time by written notice to the other Party.
- 2.6 The secretariats of both parties shall communicate the content of the Agreement within their organizational structures and encourage their affiliated organizations to act accordingly and develop national and regional cooperation.

3 Entry into force, duration and termination

- 3.1 This Agreement shall come into effect on the last date of its signature by the Parties and remain in force until 31 December 2024, unless terminated by mutual consent of the Parties or at any time by either Party giving 90 days' written notice of termination to the other Party.

4 Annexes

- 4.1 The following Annex shall form part of this Agreement:

Annex 1 – Activities and areas of collaboration between the UPU and UNI.

- 4.2 References to the present Agreement shall be construed as including any amendments thereto and the Annex. to the present Agreement. In case of any conflict or inconsistency between the main document of this Agreement and its Annex, the provisions of the Agreement, including any amendments thereto, shall prevail. In the event of conflict or inconsistency between the provisions of the Annexes, the priority of interpretation shall follow the order of the Annexes (for example, in the event of a contradiction between Annex 1 and an eventual Annex 2, Annex 1 shall prevail).

5 Amendments, dispute settlement and final provisions

- 5.1 This Agreement and its Annex may be amended at any time upon written agreement of both Parties.
- 5.2 The Parties agree to exercise good faith efforts to resolve any dispute between them arising from or in connection with this Agreement through mutual negotiation. If mutual negotiations do not succeed, the Parties shall resolve any such dispute by any other means mutually agreed to in writing by the Parties.
- 5.3 This Agreement or any other written commitment between the Parties shall not represent, and shall in no way imply, a partnership, joint venture or employment between the Parties, or an authorization for either Party to act as the agent or representative of the other Party. Except as agreed by the Parties in this Agreement, neither Party shall have any right or authority to assume, create, or incur any liability or other legal obligation of any kind, express or implied, in the name of, or on behalf of the other Party.
- 5.4 No Party may assign, sublicense, subcontract, pledge or otherwise transfer or dispose of this Agreement, or any of the rights and obligations contained herein, without the prior written consent of the other Party.
- 5.5 Should any provision of this Agreement be held invalid or prohibited, such provision shall be ineffective only to the extent of such invalidity or prohibition and shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

- 5.6 This Agreement shall supersede any and all previous memoranda of understanding or other arrangements, whether written or oral, between the Parties.
- 5.7 No Party shall, without the prior written consent of the other, use the emblem, name or initials of the other Party in connection with its activities for purposes of commercial advantage or goodwill. Moreover, both Parties shall take all necessary measures to ensure compliance with this provision by their agents, employees and subcontractors. The provisions contained in this clause shall equally apply, *mutatis mutandis*, to the name and trademarks of both Parties referred to or used in connection with this Agreement. In this regard, publication of any announcements or press releases concerning the activities undertaken by the Parties in application of this Agreement shall be subject to a joint decision of the Parties.
- 5.8 Nothing in this Agreement or relating to the cooperation activities described herein shall be deemed as a waiver, express or implied, of any of the privileges and immunities and facilities which the UPU enjoys as an intergovernmental organization and specialized agency of the United Nations.

IN WITNESS WHEREOF, the Parties have concluded the present Agreement in two (2) originals in the English language and appended their signatures thereto.

For the UPU:

For UNI Global Union:

Place and date

Place and date

Masahiko METOKI
Director General of the International Bureau

Christy HOFFMAN
General Secretary