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CURRICULUM ON GOVERNANCE  
FOR THE SUSTAINABLE DEVELOPMENT GOALS**

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14. Dispute resolution.

*The following provisions shall only apply if the Licensee is a Government*

Any dispute between the United Nations and the User relating to the interpretation and application of the present agreement which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either party. Each party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairperson. If within thirty (30) days of the request for arbitration either party has not appointed an arbitrator, or if within fifteen (15) days of the appointment of two arbitrators the third arbitrator has not been appointed, either party may request the President of the International Court of Justice to appoint an arbitrator. The procedure for the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the parties as the final adjudication of the dispute.

*The following provisions shall only apply if the Licensee is not a Government*

(a) Amicable Settlement. The parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of this agreement 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 then obtaining of the UN Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the parties in writing.

(b) Arbitration. Any dispute, controversy, or claim between the parties arising out of this agreement or the breach, termination, or invalidity thereof, unless settled amicably under article immediately above, within sixty (60) days after receipt by one party of the other party's written request for such amicable settlement, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the agreement, order the termination of the agreement, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the agreement, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In

addition, unless otherwise provided for in this agreement, the arbitral tribunal shall have no authority to award interest in excess of the Federal Reserve Bank of New York's Secured Overnight Financing Rate then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

15. Preservation of privileges and immunities. Nothing in or relating to this agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.
16. Revision to Terms and Conditions. The United Nations reserves its exclusive right to alter, limit or discontinue the User's use of the Training Materials in any respect and to revise the present Terms and Conditions, as it determines is necessary, in its sole discretion and without notice to any User. The United Nations shall have no obligation to take the needs of any User into consideration in connection therewith.
17. No waiver. No waiver by the United Nations of any provision of these Terms and Conditions shall be binding except as set forth in writing and signed by its duly authorized representative.