

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME**

**AND**

**THE SCHOOL OF PLANNING AND ARCHITECTURE – BHOPAL**

**PREAMBLE:**

**WHEREAS**, the United Nations Human Settlements Programme (hereinafter referred to as “UN-Habitat”), established by the General Assembly of the United Nations by its resolution 32/162 of 19 December 1977, transformed into a Programme by its resolution 56/206 of 21 December 2001, having its Headquarters in Nairobi, Kenya. UN-Habitat is the coordinating agency within the United Nations System for human settlement activities and in collaboration with governments is responsible for promoting and consolidating collaboration with all partners, including local authorities, private and non-governmental organizations in the implementation of the Sustainable Development Goals (SDGs), in particular, Goal 11 of “*Making cities and human settlements inclusive, safe, resilient and sustainable*”, as well as the task manager of the human settlements chapter of Agenda 21 and focal point for the monitoring, evaluation and implementation of the New Urban Agenda adopted during the United Nations Conference on Housing and Sustainable Urban Development (Habitat III), in Ecuador, Quito, 2016.

**WHEREAS**, the School of Planning and Architecture Bhopal (hereinafter referred to as “SPAB”), established by the Government of India as an Institute of National importance in the year 2008, having its registered office in Bhopal, Madhya Pradesh, India, is committed to cooperate with UN-Habitat on urban planning and housing matters;

**WHEREAS**, UN-Habitat and SPAB have agreed to collaborate joint research activities for facilitating cooperation in areas of common interest under 2030 Agenda for Sustainable Development and New Urban Agenda and global development frameworks;

**WHEREAS**, UN-Habitat and SPAB (hereinafter collectively referred to as the “Parties” and individually as the “Party”) recognizing the benefits of genuine, substantive cooperation and wishing to pursue such cooperation in joint research activities, knowledge sharing, advocacy and partnerships on sustainable urbanization, planning and housing, have entered into this Memorandum of Understanding (hereinafter referred to as the “MoU”) in a spirit of trust and cooperation;

**NOW THEREFORE**, the Parties hereto hereby agree as follows:



**ARTICLE I**  
**Scope and Purpose**

1. The purpose of this MoU is to provide a framework of cooperation within which UN-Habitat and SPAB shall carry out activities conducive to research, knowledge sharing, advocacy and capacity
2. The collaboration between the Parties will be implemented with a focus on strengthening knowledge sharing, advocacy, stakeholder engagement and partnerships for the dissemination and implementation of the New Urban Agenda to achieve the Sustainable Development Goals in India, amongst others by promoting strategic institutional cooperation for broadening academic research, evidence-based analysis, and monitoring of SDG 11 and related urban targets/ indicators for sustainable urbanisation.
3. Subject to Article II, clause (5) herein below, and to their respective regulations, rules, policies, practices, procedures, the Parties shall collaborate and work together to create knowledge, innovate and mobilize actions for the implementation of the New Urban Agenda.
4. The following shall be the primary results of the collaboration:
  - (a) Development and dissemination of joint research, publications and other knowledge products that document innovations, best practices and case studies on sustainable urbanization;
  - (b) Joint advocacy for sustainable, resilient, safe and inclusive urban planning and management with local governments, non-governmental stakeholders and communities;
  - (c) SDG 11, New Urban Agenda and global urban mandates are integrated into the academic curriculum through normative research and hands-on experiential learning.

**ARTICLE II**  
**General Responsibilities of the Parties**

1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of this MoU. The Parties agree to join efforts and to maintain close working relationships in order to achieve the objectives of this MoU.
2. The Parties shall keep each other informed of all relevant activities pertaining to this MoU and shall hold consultations at any time any Party considers it appropriate.
3. The Parties shall refrain from any action that may adversely affect the interests of the other Party and fulfill their commitments with fullest regard to the terms and conditions of this MoU and the principles of the United Nations and UN-Habitat.
4. Each party shall nominate a focal point for this collaboration as stated under **Article XI** ("Notices"), **clause (1)** herein below.
5. The Parties agree that this MoU and any work plan agreed to hereunder are neither fiscal nor funding obligations documents. Any commitment to transfer anything of value involving reimbursement or to provide funds, goods or services by the Parties for any agreed activity will be outlined in separate agreements that will be made in writing by representatives of the Parties and will be independently authorised by an appropriate authority of the funding party consistent with the regulations, rules, policies and practice of the Parties. The Parties agree that this MoU does not provide such authority.
6. The Parties may exchange information and consult each other, as necessary and appropriate, in the interest of identifying additional areas in which effective and practical cooperation may be possible as means of carrying out joint activities and programmes within the framework of this MoU.

*N. Chahal*

*[Signature]*



**ARTICLE III**  
**Areas of Collaboration of the Parties**

1. Subject to Article II, clause (5) herein above, the Parties will jointly collaborate on the implementation of activities in line with the **Article I (“Scope and Purpose”), clause (3)** including:

- (a) Organize and execute research on local and national best practices and innovation in urbanization and climate change and share knowledge, ideas and lessons learned;
- (b) Undertake joint advocacy and outreach at national, state and local levels for implementation of the New Urban Agenda and related urban dimensions of the Sustainable Development Goals through national and regional platforms;
- (c) Strengthen engagement towards sustainable urbanization by co-convening dialogues and deliberations, such as urban cafes and local urban forums, ensuring participation of all relevant stakeholders and others interested in activities being pursued under this Memorandum;
- (d) Jointly mobilize resources for conducting workshops, conferences, seminars etc. and undertake activities in areas of common interest, leveraging and utilizing existing expertise and facilities;
- (e) Jointly mobilize more partner organizations to engage in activities similar, supplemental or related to those being pursued under this Memorandum;
- (f) Jointly develop a work plan with tangible deliverables and timelines on an annual basis, to reach the above-mentioned objectives; and
- (g) Establish a joint task force between the two parties to monitor the performance against the planned deliverables.

**ARTICLE IV**  
**Specific Responsibilities the Parties**

1. Subject to Article II, clause (5) herein above, the specific responsibilities of UN-Habitat are as follows:

- (a) Engage with SPAB in the development and dissemination of joint research, publications and other knowledge products that document innovations, best practices and success stories in urban resilience and sustainable urbanisation;
- (b) Jointly engage with SPAB in resource mobilization and undertake activities in areas of common interest, leveraging existing expertise and facilities;
- (c) Contribute to workshops and events jointly with SPAB by mobilizing relevant stakeholders and share knowledge and best practices;
- (d) Provide substantive and secretariat support to facilitate participation in the relevant platforms, conferences and events;
- (e) Provide advisory role for engagement with urban local bodies, non-governmental organizations and local communities on promoting people-centric urban planning and management, and development of neighborhood plans;
- (f) Provide technical and normative expertise, guidance and methods for integrating SDG 11 and related urban indicators, New Urban Agenda and global urban mandates in academic curriculum, including project studio designs; and
- (g) Contribute to the development of a joint work plan towards the achievement of objectives in specific areas of collaboration highlighted in Articles I and III.

2. Subject to Article II, clause (5) herein above, the specific responsibilities of SPAB are as follows:

- (a) Engage with UN-Habitat in the development and dissemination of joint research, publications and other knowledge products that document innovations, best practices and success stories in urban resilience and sustainable urbanisation;
- (b) Jointly engage with UN-Habitat in resource mobilization for and undertake activities in areas of common interest, leveraging existing expertise and facilities;

*N. Chahal*

*[Signature]*



- (c) Contribute to conferences, forums and events jointly with UN-Habitat by mobilizing relevant stakeholders and share knowledge and best practices, as appropriate;
- (d) Apply knowledge products jointly developed with UN-Habitat on community-centered urban planning and sustainable urbanization on activities and partnerships with urban local bodies and non-governmental organization.
- (e) Develop academic curriculum on national and global mandates for sustainable urbanization;
- (f) Develop technical capacity of students and research scholars on sustainable urbanization (SDGs, NUA, and related mandates) through trainings, seminars and experiential learning studios exercises;
- (g) Contribute to the development of a joint work plan towards the achievement of objectives in specific areas of collaboration highlighted in Articles I and III.

#### **ARTICLE V** **Monitoring and Evaluation**

1. The Parties shall maintain regular close consultations to monitor and review the progress of activities for each joint project that maybe agreed upon.
2. The Parties will share with each other all relevant information and documents, including research, reports and any other information related to the activities, outputs and finally impact of this collaboration.
3. The Parties may wherever possible and as appropriate, undertake joint mission with respect to the programme.
4. The Parties shall keep the United Nations Resident Coordinator in India fully informed of all actions undertaken by them in carrying out this MoU. UN-Habitat will utilise the capacity of the Country Programme Manager based in India, as necessary and appropriate for the effective implementation of the programme.

#### **ARTICLE VI** **Termination**

1. This MoU may be terminated by either Party giving the other party a written notice of thirty (30) days prior to its intention to terminate. In the event of termination, the Parties will take the appropriate steps to bring activities under this MoU to a prompt and orderly conclusion.
2. The termination of this MoU shall not affect any other agreement already entered into by either Party.

#### **ARTICLE VII** **Amendments**

1. This MoU may be modified by written agreement between the Parties hereto. Any relevant matter for which no provision is made in this MoU will be settled by the Parties in keeping with the general objectives of the MoU and in a manner that is conducive to continued good relations.

#### **ARTICLE VIII** **Dispute Settlement**

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MoU 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 United Nations Commission on International Trade Laws (UNCITRAL) Conciliation Rules then obtaining, or according to such procedure as may be agreed between the parties.



2. Any dispute, controversy or claim between the Parties arising out of or relating to this MoU or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

#### **ARTICLE IX** **Privileges and Immunities**

1. Nothing in or relating to this MoU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UN-Habitat.

#### **ARTICLE X** **Use of the Name, Emblem or Media**

1. Neither Party will use the name or emblem of the other Party, or an abbreviation thereof, in connection with its business or otherwise, without the express prior written permission by a duly authorized representative of the Party in each case.

2. Neither Party has the authority, express or implied, to make any public statement on behalf of other Party and all press releases issued in relation to this MoU shall be approved in writing in advance by the Parties before being issued.

#### **ARTICLE XI** **Notices**

1. Any notice required to be given by either Party under this Agreement shall be given in writing and shall be deemed given when actually received by the other Party, to the following addresses below:

<b><u>To UN-Habitat</u></b>	<b><u>To SPAB</u></b>
<b>For Operational Matters:</b> Name: Mr. Srinivasa Popuri Title: Senior Human Settlements Officer (SHSO) Address: 8F ARCOS 1-1-1 Tenjin, Chuo-ku, Fukuoka 810-0001 Japan Telephone Number: +81-92-724 7121 Email Address: srinivasa.popuri@un.org  Name: Ms. Parul Agarwala Title: Country Programme Manager Address: 3 <sup>rd</sup> Floor, HSMI/ HUDCO House, Lodhi Road, New Delhi 110003, India Telephone Number: +91-11-47884777 Email Address: parul.agarwala@un.org	<b>For Operational Matters:</b> Name: Prof. Dr. N. Sridharan Title: Director Address: Neelbad Road, Bhauri, Bhopal - 462030, Madhya Pradesh, India Telephone Number: +91-755-2526837 Email Address: director@spabhupal.ac.in



**ARTICLE XII**  
**Confidential Nature of Documents**

1. Information that is considered proprietary by either Party and that is shared or disclosed to the other, and is designated as confidential, shall be held in confidence by that Party and shall be used for the purpose for which it was disclosed.

**ARTICLE XIII**  
**Copyright, Patents and Proprietary Rights**

1. Except as is otherwise expressly provided in writing in the MoU, the Parties shall be entitled to their own intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of this MoU.
2. To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of either Party: (i) that pre-existed the performance by either Party under this MoU, or (ii) that either Party may develop or acquire, or may have developed or acquired, independently of the performance of this MoU, neither Party shall claim any ownership interest thereto, without the express prior written permission of a duly authorized representative of the Party in each case.

**ARTICLE XIV**  
**Indemnity**

1. SPAB shall indemnify, hold and save harmless, and defend at its own expense, UN-Habitat, its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind, including their costs and expenses, arising out of or omissions of SPAB, or SPAB's employees, officers, agents or sub-contractors, in the implementation of this MoU. This provision shall extend, *inter alia*, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by SPAB, its employees, officers, agents or sub-contractors. The obligations under this Article do not lapse upon termination of this MoU.

**ARTICLE XV**  
**Officials not to Benefit**

1. SPAB warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the implementation of this MoU or the award thereof to any representative, official, employee, or other agent of UN-Habitat. The Parties acknowledge and agree that any breach of this provision is a breach of an essential term of this MoU.

**ARTICLE XVI**  
**Conflict of Interest**

1. The Parties hereto warrant that at the time of signing this MoU no conflict of interest exists or is likely to arise in the implementation of its obligations under this MoU.
2. If a conflict of interest arises or appears likely to arise during the duration of this MoU, the parties hereto shall:
  - (a) Immediately notify each other;



- (b) Make full disclosure of all relevant information relating to the conflict; and
- (c) Take such steps as reasonably required to resolve or otherwise deal with the conflict.

**ARTICLE XVII**  
**Legal Status of the Parties**

1. Nothing contained in or relating to this MoU shall be construed to create a partnership, a joint venture, employment or agency relation between the Parties.
2. The officials, representatives, employees, or subcontractors of either Party shall not be considered in any respect as being employees or agents of the other Party.
3. The collaboration between the Parties under this MoU shall be on a non-exclusive basis

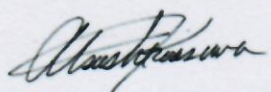
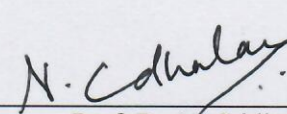
**ARTICLE XVIII**  
**Entry into Force**

1. This MoU shall enter into force upon signature by the authorized representatives of the Parties, being effective from the date of the latest signature and shall remain valid for a period of three (03) years from the effective date of this MoU, unless earlier terminated by either Party in accordance with **Article VI ("Termination")** above.

**ARTICLE XIX**  
**Entire Agreement**

1. This MoU constitutes the entire understanding of UN-Habitat and SPAB with respect to its subject matter and supersedes all oral communications and prior written documents.

**IN WITNESS WHEREOF**, the undersigned, duly appointed representatives of UN-Habitat and the SPAB have signed this MoU in two (2) originals at the place(s) and on the date(s) herein below indicated.

For UN-Habitat	For SPAB
 <hr/> Mr. Atsushi Koresawa Regional Representative Regional Office for Asia and the Pacific (ROAP)	 <hr/> Prof. Dr. N. Sridharan Director School of Planning and Architecture, Bhopal
Place: <u>Fukuoka, Japan</u>	Place: <u>Bhopal, India</u>
Date: <u>30 October 2020</u>	Date: <u>05 November 2020</u>