

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME

AND

THE INTERNATIONAL TELECOMMUNICATION UNION

PREAMBLE:

WHEREAS, the United Nations Human Settlements Programme (hereinafter “**UN-Habitat**”), was 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, as the coordinating agency within the United Nations System for human settlement activities, 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), held in Quito, Ecuador, in 2016;

WHEREAS, the International Telecommunication Union (hereinafter “**ITU**”) is the United Nations specialized agency for information and communication technologies. ITU was founded in 1865, with its headquarters in Geneva, Switzerland. ITU is responsible for: (i) facilitating international connectivity in communication networks; (ii) allocating global radio spectrum and satellite orbits; (iii) developing the technical standards that ensure networks and technologies seamlessly interconnect; and (iv) improving access to information and communication technologies (ICTs) to underserved communities worldwide;

WHEREAS, UN-Habitat and ITU have agreed to collaborate on smart sustainable cities, as further described herein below;

WHEREAS, UN-Habitat and ITU (hereinafter collectively referred to as the “**Parties**”, and individually as, the “**Party**”), recognizing the benefits of genuine, substantive cooperation and wishing to pursue such collaboration, have entered into this Memorandum of Understanding (hereinafter referred to as the “**MoU**”) in a spirit of trust and cooperation;

NOW THEREFORE, the Parties hereby agree as follows:

ARTICLE I

Scope and Purpose

1. The purpose of this MoU is to provide a non-exclusive framework of cooperation within which the Parties may explore common interests and activities pursuant to their missions and objectives.
2. The collaboration between the Parties will be implemented to support the urban dimensions of the United Nations Sustainable Development Goals and the potential of ICTs and related standards in achieving those goals.

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 fulfil their commitments with fullest regard to the terms and conditions of this MoU and the principles of the United Nations, UN-Habitat and ITU.
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 do not give rise to any financial or fiduciary obligations or responsibilities. Any commitment to transfer anything of value involving reimbursement or compensation or to commit, or provide funds, resources, goods, or services by the Parties, directly or indirectly, for any agreed activity will be outlined in separate agreements that will be made in writing and signed by representatives of the Parties and will be independently authorised by an appropriate authority of the Parties consistent with the regulations, rules, policies and practice of, and or applicable to, the Parties. The Parties agree that this MoU does not provide such authority.
6. The Parties may exchange non-confidential 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.

ARTICLE III

Areas of Collaboration of the Parties

1. Subject to their respective mandate, regulations, rules, policies, practices and procedures, the Parties shall collaborate to achieve the vision of UN-Habitat of, ‘*sustainable urbanization as a driver of development and peace, to improve living conditions for all*’ within the scope of the four domains of change agreed by United Nations Member States and outlined in the UN-Habitat Strategic Plan 2020-2023:

- (a) Reduced spatial inequality and poverty in communities;

- (b) Enhanced shared prosperity of cities and regions;
 - (c) Strengthened climate action and improved urban environment; and
 - (d) Effective urban crisis prevention and response.
2. The following shall be the primary results of the Parties' collaboration:
- (a) Enabling UN-Habitat and ITU to assist Member States, other ITU members and other partners to use information, methods and tools to advance human rights, promote social inclusion and to achieve sustainable urban development;
 - (b) Promoting global, regional and national dialogue and cooperation on the role of ICTs and related guidelines and standards in sustainable urban development; and
 - (c) Encouraging increased responsible investment and financing for accelerated achievement of the urban SDGs.
3. Without prejudice to the identification of additional areas of coordination and cooperation under this MoU, the Parties agree to work together to achieve the following:
- (a) The development of an agreed workplan or list of priority activities for the implementation of this MoU, to be reviewed at a joint consultation between the Parties annually;
 - (b) The development and implementation of incubators, challenge programmes and projects for the identification, development and implementation of specific technologies and standards, particularly information and communications technologies, that contribute to the achievement of sustainable urban development;
 - (c) The development and adoption of ITU standards and guidelines that contribute to the achievement of sustainable urban development;
 - (d) The promotion of the implementation of relevant ITU standards and guidelines by Member States and governments at all levels within Member States; and
 - (e) The identification, analysis and assessment of emerging technologies for their relevance and potential in the achievement of sustainable urban development.

ARTICLE IV
Specific Responsibilities the Parties

1. Subject to Article II, clause (5) herein above, the specific responsibilities of UN-Habitat will include:
- (a) Sharing information regarding its current work, potential projects and goals, as determined by

it, so as to enable ITU to identify and propose specific joint initiatives;

- (b) Within the scope of available resources, support relevant ITU forums and initiatives, such as ITU-T Study Group 20 'Internet of Things, smart cities and communities', the United for Smart Sustainable Cities and the World Summit on the Information Society Forum (co-organized with the United Nations Educational, Scientific and Cultural Organization (UNESCO), the United Nations Development Programme (UNDP), and the United Nations Conference on Trade and Development (UNCTAD)); and
 - (c) Subject to prior written agreement by the Parties, identify opportunities for co-branding or the co-production of activities between UN-Habitat and ITU.
2. Subject to Article II, clause (5) herein above, the specific responsibilities of **ITU** will include:
- (a) Sharing information regarding its current work, potential projects and goals, as determined by it, so as to enable UN-Habitat to identify and propose specific joint initiatives;
 - (b) Within the scope of available resources, support relevant UN-Habitat forums and initiatives, such as the Habitat Assembly and the World Urban Forum; and
 - (c) Subject to prior written agreement by the Parties, identify opportunities for co-branding or the co-production of activities between UN-Habitat and ITU.

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 non-confidential 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 official missions with respect to the implementation of this MoU.

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 promptly settle through direct negotiations any dispute, controversy, or claim arising out of or relating to this MoU, or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either has notified the other of the dispute, controversy or claim and of measures which should be taken to rectify it, shall be referred to the Executive Heads of UN-Habitat and ITU.

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 and ITU.

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, which approval shall not be unreasonably withheld.

ARTICLE XI
Notices

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

<p><u>To UN-Habitat</u></p> <p>For Operational Matters:</p> <p>Name: Robert Lewis-Lettington</p> <p>Title: Chief, Land, Housing and Shelter Section</p> <p>Address: United Nations Human Settlements Programme P.O. Box 30030, GPO Nairobi 00100, Kenya.</p> <p>Telephone Number: +1 917 5920278</p> <p>Email: Robert.Lewis-Lettington@un.org</p>	<p><u>To ITU:</u></p> <p>For Operational Matters:</p> <p>Name: Cristina Bueti</p> <p>Title: Counsellor, ITU-T Study Group 20</p> <p>Address: International Telecommunication Union (ITU) Place des Nations 1211 Geneva 20. Switzerland.</p> <p>Telephone Number: +41 795991458</p> <p>Email: Cristina.Bueti@itu.int</p>
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ARTICLE XII
Copyright, Patents and Proprietary Rights

1. Except as is otherwise expressly provided in writing in the MoU, each Party shall be entitled to its 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, that Party's 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.

3. If the Parties decide to engage in joint development of intellectual property or other proprietary rights, the Parties must, prior to engaging in such activities, negotiate in good faith a signed, written agreement regarding the ownership and license rights (if any) of any intellectual property that may be jointly created.

ARTICLE XIII
Officials not to Benefit

1. UN-Habitat and ITU warrant that they have 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 the other Party. The Parties acknowledge and agree that any breach of this provision is a breach of an essential term of this MoU.

ARTICLE XIV
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, subject to applicable laws and professional standards; and
- (c) Take such steps as reasonably required to resolve or otherwise deal with the conflict.

ARTICLE XV
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 relations 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.

4. Nothing in this MoU creates or is intended to create any legally binding enforceable rights or obligations on the Parties.

ARTICLE XVI
Entry into Force

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 twenty-four (24) months from the effective date of this MoU, unless earlier terminated by either Party in accordance with Article VI (“Termination”) above.


ARTICLE XVII
Entire Agreement

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

ARTICLE XVIII
Signatures - Counterparts

This MoU may be executed by facsimile or by electronic signature and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of the Parties have signed this MoU on the date(s) herein below indicated.

For UN-Habitat	For ITU
 <hr/> <p>Maimunah Mohd Sharif Under-Secretary-General and Executive Director</p> <p>Place: <u>NAIROBI</u></p> <p>Date: <u>6/12/2020</u></p>	<hr/> <p>Houlin Zhao Secretary-General</p> <p>Place: <u>Geneva</u></p> <p>Date: <u>9 December 2020</u></p>