



**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME
(UN-HABITAT)
AND
THE FAR EASTERN STATE ACADEMY OF
ECONOMICS AND MANAGEMENT**

- (i) WHEREAS the United Nations Human Settlements Programme, UN-HABITAT, is mandated by the International Community to assist countries and communities to solve some of the root causes of these problems through concerted action and policy improvements in the human settlements sector. As part of this effort, Habitat has launched the Best Practices and Local Leadership Programme (hereinafter referred to as BLP). This programme will promote and facilitate the exchange and transfer of experience, expertise and knowledge for improving the living environment, and as one of the key follow-up activities to the Second United Nations Conference on Human Settlements (Habitat II). It is designed to facilitate the implementation of the Habitat Agenda which resulted from that conference.
- (ii) WHEREAS the Far Eastern State Academy of Economics and Management (hereinafter referred to as "The Academy"), founded in 1965 with permanent headquarters in Vladivostok, Russia, is an academic and research institution; and
- (iii) WHEREAS UN-HABITAT has been charged with the permanent secretariat of the BLP and therefore, inter alia, with the task to entering into agreements setting out the terms and conditions for new partners to the BLP; [See Article III below]; and
- (iv) WHEREAS The Academy is willing and able to fulfil its responsibilities as a participant in BLP and full member of its Steering Committee;
- (v) NOW, THEREFORE, UN-HABITAT and The Academy (hereinafter collectively referred to as the "Parties") agree to enter into this Memorandum of Understanding (hereinafter referred to as the "MOU") and co-operate in furthering the following vision statement: "To contribute to healthier, safer, more equitable and sustainable cities and communities through more effective partnerships between and the implementation of practical solutions by key stakeholders in the human settlement and development process", under the following terms and conditions.

Article I
Scope of the MOU

1. The primary objective of the partnership defined by this MOU is to establish a thematic centre of the BLP in the area of far-eastern economics and finance. The purpose of the centre will be to collect, disseminate and analyse information on good practices and policies in this area of thematic and geographic focus, and to promote the transfer of experience, expertise and know-how through various means including training, education, management development, policy dialogue and improvement as outlined above.

Article II
Entry into Force and Duration of the MOU

2. This MOU shall enter into force on the day duly representatives of the Parties sign it and shall remain in force for as long as The Academy participates in the BLP and retains its membership as full partner of the Steering Committee or it is terminated in accordance with the terms set out in Article IX.3 below.

Article III
Responsibilities of the Parties

3. In signing this agreement, The Academy agrees to pursue the following activities:
 - a) Updating and maintaining a BP database including the validation of new practices and the updating of existing practices;
 - b) Updating and maintaining a BP roster of knowledge, expertise and experience;
 - c) Developing and revising existing guidelines for the BP database;
 - d) Setting up BP conferences including electronic conferences;
 - e) Organising user seminars and workshops and study tours;
 - f) Networking of existing databases;
 - g) Technical advisory missions;
 - h) Organisation of leadership seminars and workshops;
 - i) Design of and fund-raising for pilot transfer schemes;
 - j) Undertaking of monitoring and evaluation missions.
4. The Academy further agrees to pursue the following additional activities;
 - a) To sit as an active member of the BLP Steering Committee;
 - b) To identify additional opportunities in its existing programmes and where possible in the programmes of other institutions and associations in the human settlements field where links and collaboration with the BLP may be made;
 - c) To facilitate the involvement of other regional and thematic institutes in the BLP;
 - d) To link its own electronic database and WWW site to the BLP system.
5. The activities outlined in this section do not necessarily involve the establishment of new projects, but will, whenever possible and appropriate be integrated into

The Academy's existing and ongoing work and programmes so as to gain maximum leverage from its accumulated expertise and experience.

6. The BLP Core Programme at UN-HABITAT will act as a facilitator and overall co-ordinator of the BLP, providing general support to The Academy in its function as a BLP thematic centre including but not limited to:
 - a) Software development;
 - b) Linkages with other centres;
 - c) Guidelines for documenting best practices;
 - d) Fund-raising support and co-operation;
 - e) Organisation of the Steering Committee;
 - f) Privileged on-line access to the best practices database and Intranet system;
 - g) Periodic updates and upgrades of the best practice database, software, tutorials, manuals, etc.;
 - h) News items and updates from other regional and thematic centres and from the BLP Centre at Habitat for the world-wide-web.
7. The Academy shall play an active role in the annual meeting of the Best Practices Steering Committee and the relevant sub-committees as appropriate. Decisions and recommendations of the Best Practices Steering Committee represent commitments to which AUDI shall abide by to the maximum extent possible.
8. UN-HABITAT has been charged with the permanent secretariat of the Steering Committee by the BLP partners. UN-HABITAT shall not be held responsible for actions taken by individual participants in BLP, in any capacity, or any decision taken by the Steering Committee or its sub-committees.

Article IV **Fees**

9. The Academy hereby agrees to provide an annual fee to UN-HABITAT of US Dollars 5,000 for the first two years (including standard United Nations administrative support costs). This annual fee, which may be subject to revision, will be used for, *inter alia*, the following:
 - a) Central updating and maintaining of the BP database;
 - b) Central administration of an Intranet to link all partners to enable them to share and exchange documents in progress;
 - c) Licensing of software for the web and Internet sites;
 - d) Customer services;
 - e) User ID and password administration;
 - f) Internet and Web-site set-up fees
 - g) Revisions to database structure, search engine and nomination diskette/reporting format;
 - h) Maintaining a user database of the BP database and of other by-products;
 - i) Servicing the Steering Committee, sub-committees and advisory committees to the BLP.
10. The fee will also entitle The Academy to:

- a) Periodic updates and upgrades of the best practices database, software, tutorials, manuals, etc.;
- b) News items and updates from other regional and thematic resource centres and from the BLP for the homepage.

Article V **Copyrights**

11. UN-HABITAT shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this MOU.
12. At UN-HABITAT's request, The Academy shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UN-HABITAT in compliance with the requirements of the applicable law.
13. It is understood that all Member States of the United Nations, any member and partner of BLP, including The Academy, as well as the general public will have free access to any such intellectual property rights in accordance with the policies and practice of the United Nations.

Article VI **Use of the United Nations and UN-HABITAT name and emblem**

14. The Academy shall not, in any manner whatsoever, use the name, emblem or official seal of the United Nations or UN-HABITAT, or any abbreviation of thereof in connection with its business or otherwise.
15. The Academy shall ensure that UN-HABITAT benefit from the similar visibility and credit in any public event related or in connection with this MOU that The Academy may hold or any activities The Academy may undertake. The manner in which this credit should be given by The Academy shall obtain the prior written approval of UN-HABITAT.

Article VII **Settlement of Disputes**

16. 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 the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.
17. Any dispute, controversy or claim between the Parties arising out of this Agreement or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article 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. In addition, unless otherwise expressly provided in this Agreement, the arbitral tribunal shall have no authority to award interest. 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 VIII
Privileges and Immunities

18. 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 IX
Miscellaneous

19. The Academy warrants that no official of the United Nations and UN-HABITAT has received or will be offered by The Academy any direct or indirect benefit arising from this MOU.

20. The Academy shall indemnify, hold and save harmless, and defend, at its own expense, UN-HABITAT, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of The Academy, or its employees, officers, agents or sub-contractors, in the performance of this MOU. The obligations under this Article do not lapse upon termination of this Agreement.

21. Either party may terminate this MOU for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article VII "Settlement of Disputes" above shall not be deemed a termination of this MOU.

22. The Academy shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations in connection with this MOU.

23. This MOU shall be modified by written agreement of the Parties.

24. IN WITNESS WHEREOF the undersigned, duly appointed representatives of UN-HABITAT and The Academy respectively, have on behalf of the Parties signed this MOU, as follows:

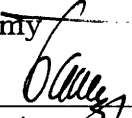
For UN-HABITAT



Antoine King
Director,
Programme Support Division
Nairobi,
07 July 2003



For The Academy



Prof. Vladimir Baturin
Director,
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Nairobi,
07 July 2003