

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME (UN-HABITAT)

AND

FAR EASTERN STATE ACADEMY OF ECONOMICS AND MANAGEMENT

WHEREAS the United Nations Human Settlements Programme (UN-HABITAT) (hereinafter referred to as "UN-HABITAT"), having its Headquarters in Nairobi, Kenya, established by the General Assembly of the United Nations by its resolution 32/162 of 19 December 1977, and thereafter transformed into a subsidiary organ of the General Assembly of the United Nations by its resolution 56/206 of 21 December 2001 (hereinafter referred to as "UN-HABITAT"); is the coordinating agency within the United Nations system for human settlements activities and focal point for the monitoring, evaluation and implementation of the Habitat Agenda as well as the task manager of the human settlements chapter of Agenda 21 and is responsible for promoting and consolidating collaboration with all partners, including local authorities and private and non-Governmental organizations in the implementation of the Habitat Agenda;

WHEREAS the Far Eastern State Academy of Economics and Management (hereinafter referred to as the "Academy"), an academic institution established in and incorporated under the laws of the Russian Federation having its offices in Vladivostok, Russian Federation, is committed to the principles of participatory, sustainable human settlements and development cooperation, is ready and willing to carry out activities in support of UN-HABITAT objectives and has demonstrated the capacity for the activities involved and is committed to fully respect UN-HABITAT's principles and objectives, including that activities shall be undertaken impartially without discrimination, direct or indirect, because of race, ethnicity, religion or creed, status of nationality or political belief, gender, handicapped status, or any other circumstances;

WHEREAS the UN-HABITAT and the Academy have, on the basis of the respective mandates, a common aim in ensuring adequate shelter for all and in the furtherance of sustainable human settlements development in an urbanizing world;

NOW, THEREFORE, on the basis of mutual trust and in the spirit of friendly cooperation, the Academy and UN-HABITAT (hereinafter referred to as the "Parties") have entered into the present Memorandum of Understanding (hereinafter referred to as "this Memorandum").

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Article I
Objective and scope of this Memorandum

This Memorandum sets forth the general terms and conditions of the cooperation between the Parties in all aspects of achieving the objectives of the cooperation activities (hereinafter the "Project") in accordance with the guidelines set out in Annex A hereto, as well as in the launching the two (2) UN-HABITAT Global Campaigns for the *Secure of Tenure and Good Urban Governance*, including support in disseminating available information thereon.

Article II
Duration, Termination and Force Majeure

1. The term of this Memorandum shall commence on the date of signature and terminate within thirty (30) days of a written notice from one party to the other party to this effect. Upon receipt of a notice of termination, the Parties shall take immediate steps to terminate their activities under this Memorandum in a prompt and orderly manner so as to minimize any losses and further expenditures, and shall undertake no forward commitment.
2. For the purpose of this Memorandum, "Force Majeure" shall mean acts of nature, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.
3. In the event of and as soon as possible after the occurrence of any cause constituting *Force Majeure* as defined in paragraph 1 above, the party shall give the other party notice and, if possible, particulars in writing of such occurrence, if the party affected is rendered unable, wholly or in part, to perform its obligations or meet its responsibilities under this Memorandum. The Parties shall consult on the appropriate action to be taken, which may include suspension of the Project or termination of this Memorandum, with either party giving to the other party at least seven (7) days of a written notice.
4. In the event that this Memorandum is terminated due to causes constituting *Force Majeure*, paragraph 1 above shall apply.

Article III
General responsibilities of the Parties

1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of this Memorandum. The Parties agree to join efforts and to maintain close working relationships in order to achieve the objectives of the Project.
2. The Academy shall not be considered, for any purposes whatsoever, as having a legal status connected with or dependent upon the United Nations or UN-HABITAT.

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3. The Parties shall keep each other informed of all activities pertaining to the Project and shall consult whenever necessary any event which may have a bearing on the status of either party in the Project country or may affect the achievement of the Project objectives or its implementation.

4. The Academy shall refrain from any action, which may adversely affect the United Nations and UN-HABITAT or their interests and fulfill its commitments with fullest regard for the interest of the United Nations and UN-HABITAT. To this end, the Academy shall not use the emblem and name of UN-HABITAT or of the United Nations, or any abbreviation of the names thereof, without the prior written approval of UN-HABITAT.

5. The Academy shall not assign, transfer, pledge, sub-contract or make other disposition of this Memorandum or any part thereof, or of any of its rights, claims or obligations under this Memorandum except with the prior written consent of the UN-HABITAT.

Article IV
Responsibilities of UN-HABITAT

1. UN-HABITAT shall:

- a) make available to the Academy guides and tools developed, as well as technical advice, for the generation, management and use of urban information;
- b) provide the Academy with regular access to information generated by the Global Urban Observatory network;
- c) make available to the Academy internet-based knowledge resources at the Global Urban Observatory website.

2. UN-HABITAT shall also provide assistance, and make all necessary information available, to the Academy with respect to the launching of the UN-HABITAT Global Campaigns and the publications thereto related.

Article V
Responsibilities of the Academy

1. The Academy shall establish a Local Urban Observatory in the city of Vladivostok, including:

- a) Involvement of local policy-makers and organizations of civil society in dialogue;
- b) Generation of information on local themes and problems; and

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- c) Encouragement of policy responses to locally felt needs and priorities, as outlined in the guidelines "*Setting up an Urban Observatory*".
2. The Academy shall provide to UN-HABITAT with the following information:
 - a) the results of the key urban indicators according to UN-HABITAT's reporting format collected on a biennial basis in the city of Vladivostok in order to contribute to the Global Urban Indicators Database;
 - b) a *State of the City Report* on Vladivostok, describing conditions and trends, action plans, and best practices;
 - c) a brief annual report of activities carried out by the Local Urban Observatory, including those that led to the establishment of the Urban Observatory; and
 - d) any relevant information for the UN-HABITAT website on a regular basis.
 3. UN-HABITAT reserves the right to decide at its own discretion whether and in which manner any or all of the above information may be used.
 4. The Academy shall translate into Russian, Chinese, Japanese and Korean the *State of the World Cities Report in 2004*, provided that it is decided that the information referred to in sub-paragraph 2.b) above be included therein. The Academy shall furthermore contribute to the translation and publication of UN-HABITAT flagship publications in the Russian, Chinese, Japanese and Korean languages.
 5. The Academy shall prepare video clips for TV about UN-HABITAT activities in the northern part of Asian Pacific region (the "Region") and disseminate them in the countries of the Region. The Academy may also use video material prepared by UN-HABITAT and translate this material for transmission in the countries of the Region. The Parties agree that UN-HABITAT shall have the right to review the content of such video clips and that they shall not be released without the prior written authorization of UN-HABITAT. To that end, the Academy shall send to UN-HABITAT the video clips and UN-HABITAT shall respond within two (2) weeks of receipt.
 6. The Academy shall contribute with information about the Region to an Annex to *HABITAT Debate*, a periodical information on UN-HABITAT related activities. The final decision on which information may be included in both the *Habitat Debate* and the Annex should be taken by the Editorial Committee. The Academy shall translate and publish the *Habitat Debate* and the Annex at its own expense and disseminate free of charge 2,500 copies to subscribers to *HABITAT Debate* in the Region in the following languages: English, Chinese, Russian, Japanese and Korean. The Academy acknowledges that *HABITAT Debate* is a UN-HABITAT's publication and that, therefore, the Annex herein referred to shall be part of it as copyrighted material of UN-HABITAT.

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7. The conditions under which the above-referred translations may be undertaken by the Academy shall be agreed upon by the Parties in a separate document.
8. The Academy acknowledges that UN-HABITAT has the copyright to all of the publications indicated in this Memorandum and that UN-HABITAT retains the right to make such use of the publications as it may consider necessary for the fulfilment of its official responsibilities.
9. It is understood that by virtue of this Memorandum UN-HABITAT does not assign, transfer or otherwise grant any copyright or any other intellectual or property rights that UN-HABITAT may have to the publications.

Article VI
Personnel requirements

1. The Academy shall be fully responsible for all work and services performed by its personnel, agents, employees, contractors or sub-contractors (hereinafter referred to as the "Academy's Personnel") for the implementation of its responsibilities under this Memorandum.
2. The Academy shall ensure that the Academy's Personnel meet the highest standards of qualification and technical and professional competence necessary for the achievement of the objectives of this Memorandum and that decisions on employment related to the implementation of this Memorandum shall be free of discrimination on the basis of race, religion or creed, ethnicity, or national origin, gender, disabled status, or other similar factors, as well as from any conflicts of interest.
3. The Academy's Personnel shall not be considered in any respect as being the officials, staff members or agents of the United Nations or UN-HABITAT. The Academy shall ensure that all relevant national labor laws are observed. The Academy shall provide and maintain all salaries for its employees.
4. UN-HABITAT shall not accept any liability for claims arising out of the activities performed under this Memorandum, or any claims for death, bodily injury, disability, damage to property or other hazards which may be suffered by the Academy's Personnel as a result of their employment or work pertaining to this Memorandum. It is understood that adequate medical, life, workmen's compensation and liability insurance coverage for the Academy's Personnel is the responsibility of the Academy.
5. The Academy's Personnel shall neither seek nor accept instructions from any authority external to UN-HABITAT concerning the activities within its responsibilities under this Memorandum.

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Article VII
Financial and Operational Arrangements

1. The Parties will finance their own contributions and inputs for the implementation of this Memorandum.
2. Funds raised by the Academy for the activities within its responsibility under this Memorandum will be deposited to a specific account according to its financial regulations, rules and procedures. In carrying out its fund raising activities, the Academy shall not use the name and/or emblem of the United Nations or UN-HABITAT, as set out in Article III.4 above.

Article VIII
Responsibility for Claims

The Academy shall indemnify, hold and save harmless and defend, at its own expense, UN-HABITAT, its officials and persons performing services for UN-HABITAT, from and against all suits, claims, demands and liability of any nature and kind, including their cost and expenses, arising out of acts or omissions of the Academy or its employees or persons hired for the implementation of this Memorandum.

Article IX
Arbitration

Any dispute, controversy or claim arising out of this Memorandum, including breach and termination thereof shall, unless it is amicably settled by direct negotiations, be referred to arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then obtaining. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final decision on any such dispute, controversy or claim.

Article X
Privileges and Immunities

Nothing in or related to this Memorandum shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UN-HABITAT.

Article XI
Amendments

This Memorandum or its Annex may be modified or amended only by written agreement between the Parties.

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Article XIII
Notices

Any notice required to be given by either Party under this Memorandum shall be given in writing in the English language, shall be deemed given when actually received by the other party, and shall be conveyed via first class mail, postage prepaid, via private courier, facsimile or electronic mail as follows:

| <u>To UN-HABITAT:</u> | <u>To The Academy:</u> |
|---|--|
| <p>Eduardo Lopez Moreno Chief, Global Urban Observatory And Jane Nyakairu Chief Information Services</p> <p>P.O. Box 30030, Nairobi 00100, Kenya Telephones: +254-2-623119 and 624502 Facsimiles: +254-2-623080 and 623477 E-mail: guo@unhabitat.org and infohabitat@unhabitat.org</p> | <p>Victor Fersht Head of International Department</p> <p>19, Oceansky Prospect, 690950, Vladivostok, Russia Telephone: +4232-406628 Facsimile: +42320-265089 E-mail: conference@mail.primorye.ru</p> |

or to such changed addresses as either party may subsequently specify by written notice to the other.

IN WITNESS WHEREOF the undersigned duly authorized representatives of UN-HABITAT and the Academy, have signed this Memorandum in two original copies, each in the English language, at the place and on the day below written.

For UN-HABITAT

Signature: _____

Name: Antoine King

Title: Director, P.D.G.

Place: Nairobi

Date: 07 July 2003



For The Academy

Signature: _____

Name: Vladimir Baturin

Title: Director, Institute of Management

Place: Nairobi

Date: 07 July 2003

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Annex A Project Document

Project Objectives

Coordinated by the Global Urban Observatory (GUO), the objectives of the Urban Observatory Network are:

- To create a global network of local, national and regional platforms for sharing information about the implementation of the *Habitat Agenda* and *Agenda 21*;
- To improve mechanisms for information collection, analysis and management and improved information flows between all levels for better urban decision-making;
- To stimulate broad-based consultative processes to help identify and integrate urban information needs;
- To help building capacity for the collection, management, analysis and application of urban information, particularly urban indicators and best practices;
- To provide information and analyses to all stakeholders for more effective participation in urban decision-making; and
- To share information, knowledge and expertise using modern information and communication technology (ICT).

These objectives are realized through a global network of Local and National Urban Observatories (LUOs and NUOs) and through partner institutions that provide training and other capacity-building expertise.

General Framework

The Global Urban Observatory Network is a worldwide information and capacity-building initiative established by UN-HABITAT to monitor the implementation of the *Habitat Agenda*, *Agenda 21* and the *Millennium Development Goals*, and to measure progress through monitoring urban conditions and trends.

Activities

The GUO encourages capable institutions to become Urban Observatories within the Global Urban Observatory Network by providing a framework of guidelines, tools and technical advice. The members of the network promote horizontal and vertical exchange of information, working tools, expertise and experience between and among all levels of government, civil society, professional associations and institutions for leadership training and policy development to improve urban environments world-wide.

Specific activities of Urban Observatories:

1. Involving local policy-makers and organizations of the civil society in a dialogue
2. Generating information on local themes and problems
3. Encouraging policy responses to locally felt needs and priorities
4. The open sharing of and access to information
This includes, *but is not limited to*, policies, strategies and plans of action.
5. The use of UN-HABITAT's reporting templates

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6. Establishing and maintaining effective partnerships
Partnerships between and among all levels of government, private and civil society organizations, professional associations, *and* institutions for training, research and policy development are essential to success in the implementation of local and national plans of action for improving the living environment
7. Documenting, analyzing and disseminating data concerning the application of urban indicators and best practices
This will be achieved through using common sets of indicators and a unified reporting format, as a contribution to local, national and global monitoring of trends and the assessment of progress in improving quality of life.
8. Encouraging, assisting and adopting the use of modern information and communication technology (ICT) wherever possible.

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