

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME**

**AND**

**THE NATIONAL INSTITUTE OF PLANNING, ROME**

**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, the 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, in collaboration with governments 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, Millennium Development Goal of significantly improving the lives of at least 100 million slum dwellers by the year 2020;

**WHEREAS**, the National Institute of Planning in Rome, Italy (hereinafter referred to as "INU"), founded in 1930 to promote and coordinate planning and building studies, and to disseminate and enhance their principles of planning, and by Statute, approved by Presidential Decree Number 21 of November 1949, 1114, Article 1, defined the INU as an "*institution of high culture and technical coordination legally recognized*". INU is a non-profit organization comprising of associations of organizations and individuals and member of the European Council of Town Planners. IN 1997, INU was recognized as the Association for Environmental Protection by the Ministry of the Environment through Ministerial Decree of 3 July 1997, Number 162. INU has consistently over time eminently researched in various fields of urbanism and is continuously updating and renewing the culture of urban planning techniques, the diffusion of a social culture on the issues of the city, space, the environment and cultural heritage;

**WHEREAS**, UN-Habitat and INU have a common focus on promoting public space as a means to achieving sustainable, inclusive and harmonious cities. UN-Habitat is mandated by its member states to support cities in developing knowledge and capacity on public spaces through its Urban Planning & Design Branch, and through the Sustainable Urban Development Network (SUD-Net) partnership on public space. INU spearheads the organization of the Biennial on Public Space, which is a platform to facilitate knowledge from good practices in the design, planning, development and management of public spaces in our cities and to reinforce the dedication of designers, professionals, local authorities and members of civil society to improve this fundamental aspect of the urban quality of life;

WHEREAS, UN-Habitat and INU have agreed to collaborate in the area of urban planning, urban design and public space, and have agreed in general to jointly promote common values and principles on sustainable urbanization globally;

WHEREAS, UN-Habitat and INU (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 areas of mutual concern related to urban planning, urban design and public space, 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 partnership and facilitate collaboration between UN-Habitat and INU in the area of sustainable urban development.
2. The Parties shall actively seek to find projects and areas for collaboration in, but not exclusively, sustainable urban planning, urban design and public space. This shall enable the Parties to share information, expertise and best practice, through pilot projects, knowledge management, advocacy and communication, joint publications, or in capacity building of either or both Parties.
3. The Parties shall also collaborate through UN-Habitat’s Sustainable Urban Development Network (hereinafter referred to as “SUD-Net”), a global network for public space partners to exchange information, expertise, best practices and to participate in multi-sectoral approaches to city development that are in pursuance of sustainable development goals.

**Article II**  
**Principles of Collaboration of the Parties**

1. The Parties agree to collaborate by adhering to the following principles:
  - (a) Mutual interest in the exchange of information and ideas that further the Parties’ partnership, collaboration and capacity building in relation to sustainable urban development;
  - (b) Mutual interest in promoting global principles, best practices, expertise and technical assistance that enhance the impact of sustainability urban development globally;
  - (c) Mutual interest in strengthening the global partnership on public space through platforms such as, UN-Habitat’s SUD-Net programme and the World Urban Campaign, and collaborating with other UN-Habitat partners in the exchange of sustainable urban development practices and expertise;
  - (d) Promotion of a consultative and collaborative approach in the implementation of joint activities between the Parties and other partners of UN-Habitat;

WHEREAS, UN-Habitat and INU have agreed to collaborate in the area of urban planning, urban design and public space, and have agreed in general to jointly promote common values and principles on sustainable urbanization globally;

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  - (d) Promotion of a consultative and collaborative approach in the implementation of joint activities between the Parties and other partners of UN-Habitat;

- (e) Informing the public of the Parties' cooperative efforts and their results as appropriate.

#### **Article III**

#### **General Responsibilities of the Parties**

1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of this MoU.
2. The Parties shall establish working focal points to ensure proper implementation of this MoU.
3. The Parties shall maintain open channels of communication for the duration of this MoU and shall keep each other informed of all relevant activities pertaining to this MoU.
4. The Parties shall hold consultations at least once a year, and any time either Party considers it appropriate.
5. 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.
6. 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 authorized 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.

#### **Article IV**

#### **Specific Responsibilities the Parties**

1. Subject to Article III, clause (6), herein above, the specific responsibilities of UN-Habitat are:
  - (a) Through its SUD-Net programme, to assist INU to network with cities and other public space partners throughout the world in the exchange of principles, good practices and expertise that contribute to sustainable urban development;
  - (b) To include INU in relevant UN-Habitat events or activities on urban planning, design and public space;
  - (c) To co-organize or invite INU to participate in appropriate global, regional and national conferences, as well as advocacy and capacity building initiatives;
  - (d) To actively identify and develop initiatives on which the Parties can collaborate, such as through knowledge management, expert dialogues, tool development, capacity building, or a pilot/demonstration project, in the area of urban planning, urban design, and public space;
  - (e) To connect INU with other branches and units of UN-Habitat where there is potential for further collaboration, such as the World Urban Campaign;

- (f) Where joint projects or initiatives between the parties have been identified, UN-Habitat shall:
    - (i) Share its local knowledge with INU in regard to the selected project or initiative;
    - (ii) Lead the fundraising process for the selected project or initiative;
    - (iii) Mobilize additional expertise to complement and strengthen the partnership if needed; and
  - (g) To support and participate in the Biennial on Public Space;
  - (h) To support and participate in the formulation, development, and dissemination of the Charter on Public Space, and to jointly plan with INU on how to use the Charter as a tool for promoting common principles and objectives of the Parties;
  - (i) To document important processes within this cooperation for the purpose of promotion, dissemination and validation as a best practice, and to coordinate with relevant parties within INU in this regard.
2. Subject to Article III, clause (6), herein above, the specific responsibilities of INU are:
- (a) To remain open to collaboration with other public space partners of UN-Habitat and to use the public space network of UN-Habitat's SUD-Net programme to further promote its expertise, best practice and experience in sustainable urban development;
  - (b) To selectively support, participate in and present in relevant UN-Habitat-led events on urban planning, urban design and public space, and utilize such potential opportunities to develop joint promotional material or publications;
  - (c) To share emerging knowledge and good practices, and to provide information and advice on, and jointly explore with UN-Habitat, initiatives that promote integrated approaches to public space design and information for a better reading of the city;
  - (d) To recommend partners from its network for engagement in SUD-Net, the World Urban Campaign and other relevant platforms that support urban dialogue and partnerships;
  - (e) To seek further projects for collaboration between UN-Habitat and INU in the areas of urban design, public space and urban mobility;
  - (f) Where joint projects for collaboration between the Parties have been identified, INU shall:
    - (i) Provide its expertise and advice on the selected project or initiative;
    - (ii) Share its technical and academic knowledge, tools, experience and network relevant to the selected project or initiative;
    - (iii) Contribute to the application process for UN-Habitat-led fundraising of joint



projects and initiatives.

- (g) To facilitate UN-Habitat's support of and participation in future sessions of the Biennial on Public Space;
- (j) To facilitate UN-Habitat's support of and participation in the formulation, development, and dissemination of the Charter on Public Space, and to jointly plan with UN-Habitat on how to use the Charter as a tool for promoting common values and principles.

**Article V**  
**Monitoring and Evaluation**

1. The Parties shall maintain regular open channels of communication in the implementation of their partnership.
2. The Parties shall have an annual meeting to discuss the progress of their partnership.
3. The Parties shall inform the respective focal point of each Party of all areas of collaboration between the Parties.
4. 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 partnership.

**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 shall take the appropriate steps to bring activities under this MoU to a prompt and orderly conclusion.

**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:

<b><u>To UN-Habitat</u></b>	<b><u>To INU</u></b>
<b>For Operational Matters:</b> Names: Laura Petrella Title: Unit Leader, City Planning, Design & Extensions Unit Address: UN-Habitat, P.O. Box 30030-00100, Nairobi, Kenya Telephone Number: +254 20 762 3706 Email Address: <a href="mailto:laura.petrella@unhabitat.org">laura.petrella@unhabitat.org</a>	<b>For Operational Matters:</b> Names: Pietro Garau Title: Board member, INU Lazio Chapter; INU representative, Global Planners Network Address: INU, Piazza Farnese 44, 00186 Roma, Italy Telephone Number: +39 3200776155 / +39 0668801190 Email Address: <a href="mailto:pietro.garau@inu.it">pietro.garau@inu.it</a>

**Article XII**  
**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 six (36) months from the effective date of this MoU, unless earlier terminated by either Party in accordance with **Article VI clause (1)** herein or extended by written agreement by the Parties in accordance with **Article VII, clause (1)** herein.

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

For UN-Habitat	For INU
 Thomas Melin Acting Head, Office of External Relations	 Federico Oliva President
Place: <u>Rome</u>	Place: <u>Rome</u>
Date: <u>17 May 2013</u>	Date: <u>17 May 2013</u>