



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME

AND

**URBAN DEVELOPMENT DIRECTORATE (UDD)
MINISTRY OF HOUSING AND PUBLIC WORKS, DHAKA, BANGLADESH**

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, 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 New Urban Agenda and the Post-2015 Sustainable Development Goal (SDGs) in particular, Goal 11 of "*Making cities and human settlements inclusive, safe, resilient and sustainable*";

WHEREAS, the Urban Development Directorate of the Government of the People's Republic of Bangladesh, (hereinafter referred to as the "UDD") directly belonging to the Ministry of Housing and Public Works (hereinafter referred to as "MoHPW") is committed to the join the programme on strengthening the capacity of national governments and urban stakeholders in the region to integrate climate change concerns into national urban policies and planning processes. To add local government representation, Mymensingh and Barisal City Corporation shall be taken as case study area;

WHEREAS, UN-Habitat and the Government as represented by UDD have agreed to collaborate in strengthening the capacity of national governments and urban stakeholders to integrate climate change concerns into national urban policies and planning processes and promote joint programming to enhanced capacity of national governments to address the urban dimension of climate change in urban planning and policy interventions;

WHEREAS, UN-Habitat and the Government as represented by UDD (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 through enhancing the capacity to address the urban dimension of climate change in urban planning and policy interventions, 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:

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ARTICLE I
Scope and Purpose

1. The purpose of this MoU is to provide a framework of cooperation within which UN-Habitat and the Government represented by UDD will collaborate to implement joint programming in the Government of the People's Republic of Bangladesh.
2. The collaboration between the Parties in the People's Republic of Bangladesh, will be implemented with a focus on:
 - (a) Enhanced capacity of national governments to address the urban dimension of climate change through national urban policies/legislative reform; and
 - (b) Enhanced commitment of national and local governments and other stakeholders to incorporate climate change concerns into national urban policies.
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 enhance the capacity of national governments to achieve the common objective including development of a range of activities that leverage each other's comparative advantage to achieve mutual interest in accordance with their respective needs and objectives.
4. The following shall be the primary results of the collaboration in the Government of the People's Republic of Bangladesh:
 - (a) Provision of technical assistance, advisory services for mainstreaming climate change issues in urban planning through cooperation, coordination and advocacy;
 - (b) Collaboration in training and capacity building initiatives in integration of climate change issues in urban planning;
 - (c) Regular exchange of information among the parties regarding the development of urban climate related issues;
 - (d) Monitoring and review of the activities of the Urban and Regional Planning Department, Bangladesh University of Engineering and Technology engaged by ROAP, UN-Habitat for implementing the project for Mainstreaming Climate Change into Urban Policies under Agreement of Cooperation (Reference: AOC 16-006); and
 - (e) Facilitation of the organisation of national and regional level dissemination workshops in Bangladesh, as required.

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

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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.

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 strengthening the capacity of national governments and urban stakeholders in the region to integrate climate change concerns into national urban policies and planning processes including:

- (a) Enhanced capacity of national governments to address the urban dimension of climate change through national urban policies/legislative reform; and
- (b) Enhanced commitment of national and local governments and other stakeholders to incorporate climate change concerns into national urban policies.

ARTICLE IV

Specific Responsibilities of the Parties

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

- (a) Provision of technical assistance, advisory services for mainstreaming climate change issues in urban planning through cooperation, coordination and advocacy;
- (b) Collaboration in training and capacity building initiatives in integration of climate change issues in urban planning;
- (c) Regular exchange of information among the parties regarding the development of urban climate related issues; and
- (d) Facilitation of the organisation of national and regional level dissemination workshops in Bangladesh, as required.

2. Subject to Article II, clause (5) herein above, the specific responsibilities of UDD in the Government of the People's Republic of Bangladesh are as follows:

- (a) Monitoring and review of the activities of the Urban and Regional Planning Department, Bangladesh University of Engineering and Technology engaged by ROAP, UN-Habitat for implementing the project for Mainstreaming Climate Change into Urban Policies under Agreement of Cooperation (Reference: AOC 16-006);

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- (b) Collaborate with UN-Habitat to identify areas for cooperation and any decision shall be based on availability of funding at the respective agencies; and
- (c) Provide technical assistance support to implement the activities under this MoU.

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, the impact of this collaboration.
3. The Parties may wherever possible and as appropriate, undertake joint missions with respect to the project.
4. The Parties shall keep the United Nations Resident Coordinator in the Government of the People's Republic of Bangladesh, if any, fully informed of all actions undertaken by them in carrying out this MoU. UN-Habitat will utilise the capacity of the Habitat Programme Manager based in Dhaka, Bangladesh as necessary and appropriate for the effective implementation of the project, (if applicable).

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 matters 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. Any dispute arising between UN-Habitat and the Government as represented by UDD concerning the interpretation or application of this MoU, except for a dispute subject to Section 30 of the Convention or to any other applicable agreement, that is not settled through negotiation or another agreed form of settlement shall be submitted, at the request of either Party for final decision to a tribunal of three arbitrators, one to be named by the Secretary-General of the United Nations, one to be named by the Government as represented by UDD and the third, who shall be the chairman, to be chosen by the first two.

2. If either Party fails to appoint an arbitrator within sixty (60) days of the appointment by the other party, or if these two should fail to agree on the third arbitrator within sixty (60) days of their appointment, the President of the International Court of Justice may make any necessary appointments at the request of either Party.

3. Except as otherwise provided for by the Parties, the Tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the Parties, and take all decisions by a two-thirds majority. Its decision on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both Parties.

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 the 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:

<u>To UN-Habitat</u>	<u>To of Government as represented by UDD</u>
For Operational Matters: Names: Md Aktharuzaman Title: Habitat Programme Manager Address: UDD, 82 Segun Bagicha Telephone Number: +8801714066289 Email Address: zamanunhabitatbd@gmail.com	For Operational Matters: Names: Quazi Md. Fazlul Haque Title: Senior Planner Address: 82, Segunbagicha, Dhaka-1000 Telephone Number: +880-2-9572281 + 880-1-711033800 Email Address: fhaq321@yahoo.com



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. Government as represented by UDD 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 Government as represented by UDD or Government as represented by UDD'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 Government as represented by UDD, 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. Government as represented by UDD 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.

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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 legal 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

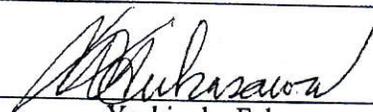
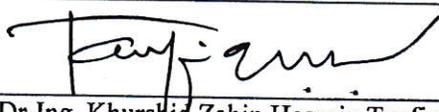
ARTICLE XVIII
Entry into Force

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 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 Government as represented by UDD 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 Government have signed this MoU in two (2) originals at the place(s) and on the date(s) herein below indicated:

For UN-Habitat	For The of Government as represented by UDD
 Yoshinobu Fukasawa, Regional Director, Regional Office for Asia and the Pacific	 Dr-Ing. Khurshid Zabin Hossain Taufique, Director Urban Development Directorate (UDD)
Place: Fukuoka, Japan Date: <u>10 Mar 2017</u>	Place: Dhaka, Bangladesh Date: <u>13/03/2017</u>