

## **MEMORANDUM OF UNDERSTANDING**

**between**

**THE UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME**

**AND**

**NATIONAL RESEARCH TOMSK STATE UNIVERSITY,  
RUSSIAN FEDERATION**

### **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 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), in Ecuador, Quito, 2016;

**WHEREAS**, National Research Tomsk State University, (hereinafter referred to as “TSU”), established by Imperial Decree in 1888, situated at 36, Lenin Avenue, 634050, is committed to foster innovative solutions of sustainable urbanization through interdisciplinary research, state of the art higher education and new forms of regional development;

**WHEREAS**, UN-Habitat and TSU, (hereinafter collectively referred to as the “Parties” and individually as the “Party”), have agreed to collaborate in developing a joint program of initiatives to support the implementation of the New Urban Agenda and the SDGs in Tomsk, in Siberia and in the Russian Federation, in particular the Goal n°11 related to the sustainable development of cities;

**WHEREAS**, the Parties recognizing the benefits of genuine, substantive cooperation and wishing to pursue such cooperation 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 cooperation between both parties to support a series of activities to foster innovations in education and research that enable urban professionals to understand, plan, manage and execute sustainable urbanization projects and programmes.

2. The collaboration between the Parties will be implemented with a focus on urban and regional development, capacity development, social inclusion, human capital and quality of life.

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 provide solutions for sustainable urbanization consistent with the scale of Siberia and pursue joint efforts to build the knowledge and skills needed for the sustainable development of tomorrow's cities

4. The following shall be the primary results of the collaboration:

- (a) The capacity of TSU is strengthened to become a world class university in urban development, the SDGs and the New Urban Agenda;
- (b) TSU becomes a hub of excellence in urban knowledge;
- (c) TSU develops and offers training and education on housing and sustainable urbanization that meets the needs of Siberian as well as other cities in the Russian Federation; and
- (d) UN-Habitat strengthens its understanding of the specific urban development trends, challenges and opportunities in Siberian and other cities in the Russian Federation, to inform technical cooperation activities in the region.

**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 fulfill their commitments with fullest regard to the terms and conditions of this MoU and the 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.

6. The Parties may exchange 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 Article II, clause (5) herein above, the Parties will jointly collaborate to implement the following areas of work to advance sustainable urban development:

- (a) Identification of a suitable event to discuss urbanization trends in Siberia and Russia, within the 9<sup>th</sup> edition of the World Urban Forum (WUF) being held in Kuala Lumpur, from 7 -13 February 2017;
- (b) Promotion of quality of life in cities in Siberia and Russia, through the development of such instruments as the City Prosperity Index (CPI) as developed by UN-Habitat;
- (c) Undertake research, data collection and analysis for the publication of a dedicated report 'State of Siberian Cities' based upon the model of the 'State of the World's Cities Report' of UN-Habitat, to be issued in the years 2018 or 2019;
- (d) Tailor-made training and capacity building for professionals from the public and the private sector in the field of urban development held in Tomsk, starting in 2018;
- (e) Development and launch of an international master-degree program within TSU, "Managing tomorrow cities and regions" focusing on urban development issues in Siberia, Russia and CIS and Eurasia, in 2018;
- (f) Subject to the Rules and Regulation of the United Nations, study of the feasibility of the creation of a UN-Habitat Chair on issues related with the future of urbanization in Russia and the CIS and globally, in TSU;
- (g) Undertake a training needs assessment and capacity gap analysis in the urban sector to sustain the development of capacity building and education programmes, and create demand-driven knowledge and skills.

### **ARTICLE IV**

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

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

- (a) Identify potential venues at the 9<sup>th</sup> Session of the World Urban Forum (7-13 February 2018, Kuala Lumpur, Malaysia) for the discussion of urban trends in Siberian and other Russian cities;
- (b) Provide relevant documents related to the City Prosperity Initiative, the New Urban Agenda and other relevant information;
- (c) Share instruments used for training needs assessments, capacity gap analysis, and training course development;
- (d) Provide a road map for how to undertake research, data collection and analysis for Siberian cities;

- (e) Cooperate with TSU Centre for Urban Studies and Regional Development (CUr) and to provide guidance and advisory regarding the process of establishing at TSU, a UN Habitat Chair and to support, especially through the above-mentioned ways, the development of new fields of research and higher education in the field of urban development and urban policies connecting Siberian and global issues.
2. Subject to Article II, clause (5) herein above, the specific responsibilities of TSU are as follows:
- (a) Support the development of capacity-building training programs and new higher education programs in Tomsk, dedicated to urban development;
  - (b) Subject to availability of funds, contribute to future publications dedicated to urban development such as UN Habitat publications and reports;
  - (c) Encourage the development of a network of universities in Siberia and beyond in the Russian Federation engaged in contributing to the implementation of the New Urban Agenda and the SDGs; and
  - (d) Mobilize the Centre for Urban Studies and Regional Development as a catalyst for the implementation of the present collaboration.

#### **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 impact of this collaboration.
3. The Parties shall keep the UN-Habitat Programme Manager in the Moscow Office, the Russian Federation fully informed of all actions undertaken by them in carrying out this MoU. UN-Habitat will utilise the capacity of the UN-Habitat Coordinator based in Nairobi as necessary and appropriate for the effective implementation of the programme.

#### **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. The Parties may revise, amend or modify all or any part of this MoU by way of a mutual agreement in writing which is signed by an authorised signatory of each Party. Any revision, amendment or modification agreed to in writing between the Parties will come into force on such date as determined by the Parties and will be read and construed as an integral part of this MoU.

**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 below:

**To UN-Habitat**

**For Operational Matters:**

Names: Åsa Jonsson  
Title: Chief, Best Practices Unit/Russia CIS  
Coordinator, Research and Capacity Development  
Branch  
Address: P.O.Box 30030 - 00100, Nairobi, Kenya  
Telephone Number: +254-712 586 318  
Email Address: [asa.jonsson@unhabitat.org](mailto:asa.jonsson@unhabitat.org)

**To National Research Tomsk State University**

**For Operational Matters:**

Names: Nicolas J.A. Buchoud  
Title: Director, Center for Urban Studies  
and Regional Development  
Address: 36, Lenin Avenue, 634050, TOMSK  
Telephone Number:  
Email Address: [chdv@mail.tsu.ru](mailto:chdv@mail.tsu.ru)

**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. TSU 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 TSU, or TSU'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 TSU to 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. TSU 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.

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 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 enforceable rights or obligations on the Parties.

**ARTICLE XVIII**  
**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 **three (3) years** 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 TSU 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 TSU have signed this MoU in two (2) originals at the place(s) and on the date(s) herein below indicated.


**For UN-Habitat**

  
\_\_\_\_\_  
Eduardo Moreno  
Head, Research and Capacity Development Branch

Place: Tomsk

Date: 30/11/2017

**For TSU**

  
\_\_\_\_\_  
Eduard Galazhinsky  
The Rector

Place: Tomsk

Date: 30.11.17.