

AGREEMENT OF COOPERATION
Between
THE UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME
And
INTERNATIONAL UNION OF ARCHITECTS (UIA)

THIS AGREEMENT OF COOPERATION (the “Agreement”) is entered into by the United Nations Human Settlements Programme, originally established as the United Nations Center for Human Settlements (HABITAT) by resolution of the General Assembly of the United Nations 32/162 of 19 December 1977, and thereafter transformed into a subsidiary organ of the General Assembly of the United Nations its resolution 56/206 of 21 December 2001, with Headquarters in Nairobi, Kenya (“UN HABITAT”); and the International Union of Architect (UIA), with Headquarters in Paris, France.

WHEREAS, 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 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 and the Millennium Development Goals of significantly improving the lives of at least 100 million slum dwellers by the year 2020; and

WHEREAS, The UIA is an international Non Governmental organization founded in Lausanne in 1948 to unite architects from all nations throughout the world, regardless of nationality, race, religion or architectural school of thought, within the federations of their national associations. UIA aims to represent the community of architects and to promote their activities with: a) professional organizations throughout the world; and, b) International Governmental Organisations and Non Governmental Organizations in order to develop interdisciplinary contacts.

NOW, THEREFORE, on the basis of mutual trust and in the spirit of friendly cooperation, UN-HABITAT and UIA (the “Parties”) have entered into this Agreement.

Article I
Objective and Scope

The purpose of this Agreement is to establish the general terms and conditions under which the Parties shall collaborate to achieve the objectives set out below for both UN-HABITAT and UIA through joint work. The technical expertise from both organizations, which will be used in this collaboration, would allow a more effective and efficient utilization of resources made available to both, UN-HABITAT and UIA

1. Subject to their respective regulations, rules, policies, practice, procedures and availability of funds, the Parties shall collaborate in areas which include concrete actions in:
 - a) Post-conflict/post-disaster reconstruction and development with special reference to rights to land other resources, resettlement, livelihood revival and natural resource management and emergency response;
 - b) Water resources and services to the poor;
 - c) Sustainable urban environments
 - d) Eradication of Poverty

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- e) Formulation of new and evaluation of ongoing post-disaster/post-conflict reconstruction and development projects and activities

2. The collaboration hereto, aims to;

- a) Generate and disseminate information and knowledge in the areas identified in order to enable the stakeholders to seek appropriate solutions to problems identified by them.
 - b) Build capacities at local, intermediate and national levels to deal with post-disaster/post conflict reconstruction and development.
 - c) Promote better project formulation, implementation and monitoring.
 - d) promote training, capacity building and transfer of know-how.
3. The parties agree to set forth the above as well as any other areas of collaboration jointly identified, in a work plan to be made an integral part of this Agreement. Any joint specific programme, project or activity under this collaboration shall be formalized in separate cooperation agreements between the parties under the umbrella of this agreement.

Article II

General Responsibilities of the Parties

1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of this Agreement. The Parties agree to join efforts and to maintain close working relationships in order to achieve the objectives of the collaboration.
2. The Parties shall keep each other informed of all relevant activities pertaining to this collaboration, and its implementation, and shall hold consultations at any time as any Party considers it appropriate, on the status of this cooperation, including any circumstances that may affect the achievement of its objectives.
3. The Parties shall refrain from any action that may adversely affect the interests of the other party and shall fulfil their commitments with fullest regard for the terms and conditions of this Agreement and the principles of the United Nations and UN-HABITAT.
4. Each party shall be considered as having the legal status of independent entities *vis-à-vis* the other party and their personnel shall not be considered in any respect as being the employees or agents of the other party.
5. UIA warrants that no official of UN-HABITAT in writing, including the manner in which the use may be done, UIA shall not, in any manner whatsoever, use the name, emblem or official seal of UN-HABITAT or the United Nations, or any abbreviation thereof in connection with its business or otherwise.
6. Unless expressly authorized by UN-HABITAT in writing, including the manner in which the use may be done, UIA shall not, in any manner whatsoever, use the name, emblem or official seal of UN-HABITAT or the United Nations, or any abbreviation thereof in connection with its business or otherwise.

Article III

Responsibilities for the implementation of the collaboration

Under this Agreement, UN-HABITAT, through the Partner UIA shall be responsible for;

1. Coordination mutually agreed activities in areas identified under Objective and Scope in Article I of this agreement.
2. Developing documents related to the activities agreed upon and carried out as part of the collaboration.
3. Initiating new and strengthening existing programmes in the agreed areas of collaboration.
4. Identifying the most appropriate mechanisms for securing the contributions of stakeholders of the UN-HABITAT process.

Article IV

Miscellaneous

1. This Agreement shall enter into force upon signature by the Parties and shall remain valid for a period of 24 months, or when the Parties decide to terminate it.
2. The Parties shall settle amicably any disputes, controversies or claims rising out of this collaboration. Nothing in or related to this agreement shall be deemed a waiver express or implied of any of the privileges and immunities of the United Nations including UN-HABITAT.
3. 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:

<u>To UN-HABITAT</u>	<u>To UIA</u>

IN WITNESS WHEREOF the undersigned duly authorized representatives of UN-HABITAT and UIA have signed this Agreement in two originals copies at the place and on the day below written.

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<u>To UN-HABITAT</u>	<u>To UIA</u>
Name	Name
Title	Title
Place & Date	Place & Date

Annex A

GENERAL TERMS AND CONDITIONS

- 1.0 LEGAL STATUS:** The Cooperating Entity shall be considered as having the legal status of an independent entity vis-à-vis UN-HABITAT. The Cooperating Entity's personnel shall not be considered in any respect as being the employees or agents of UN-HABITAT.
- 2.0 SOURCE OF INSTRUCTIONS:** The Cooperating Entity shall neither seek nor accept instructions from any authority external to UN-HABITAT in connection with the implementation of this Agreement. The Cooperating Entity shall refrain from any action, which may adversely affect the United Nations and UN-HABITAT and shall fulfil its comments with the fullest regard to the interests of UN-HABITAT.
- 3.0 COOPERATING ENTITY'S RESPONSIBILITY FOR EMPLOYEES:** The Cooperating Entity shall be responsible for the professional and technical competence of its employees and will select, for work under this Agreement, reliable individuals who will perform effectively in the implementation of this Agreement, respect the local customs, and conform to a high standard of moral and ethical conduct.
- 4.0 ASSIGNMENT:** The Cooperating Entity shall not assign, transfer, pledge or make other disposition of this Agreement or any part thereof, or any of the Cooperating Entity's rights, claims or obligations under this Agreement except with the prior written consent of UN-HABITAT.
- 5.0 SUB-CONTRACTING:** In the event the Cooperating Entity requires the services of sub-contractors, the Cooperating Entity shall obtain the prior written approval and clearance of UN-HABITAT for all sub-contractors. The approval of UN-HABITAT of a sub-contractor shall not relieve the Cooperating Entity of any of its obligations under this Agreement. The terms of any sub-contract shall be subject to and conform with the provisions of this Agreement.
- 6.0 OFFICIALS NOT TO BENEFIT:** The Cooperating Entity warrants that no official of UN-HABITAT and of the United Nations has received or will be offered by the Cooperating Entity any direct or indirect benefit arising from this Agreement or the award thereof. The Cooperating Entity agrees that breach of this provision is a breach of an essential term of this Agreement.
- 7.0 INDEMNIFICATION:** The Cooperating Entity 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 Cooperating Entity, or the Cooperating Entity's employees, officers, agents or sub-contractors, in the performance of this Agreement. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Cooperating Entity, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Agreement.
- 8.0 TITLE TO EQUIPMENT:** Title to any equipment and supplies that may be furnished by UN-HABITAT shall rest with UN-HABITAT and any such equipment shall be returned to UN-HABITAT at the conclusion of this Agreement or when no longer needed by the Cooperating Entity. Such equipment, when returned to UN-HABITAT, shall be in the same condition as when delivered to the Cooperating Entity, subject to normal wear and tear. The Cooperating Entity shall be liable to compensate UN-HABITAT for equipment determined to be damaged or degraded beyond normal wear and tear.
- 9.0 COPYRIGHT, PATENT AND OTHER PROPRIETARY RIGHTS:** UN-HABITAT shall be entitled to all intellectual property and other proprietary rights including but not limited to patents,

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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 executing of this Agreement. At UN-HABITAT's request, the Cooperating Entity 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.

10.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UN-HABITAT: Unless expressly authorized by UN-HABITAT in writing, including the manner in which the use may be done, the Cooperating Entity shall not, in any manner whatsoever, use the name, emblem or official seal of UN-HABITAT or the United Nations, or any abbreviation of thereof in connection with its business or otherwise.

11.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

11.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Cooperating Entity shall give notice and full particulars in writing to UN-HABITAT, of such occurrence or change if the Cooperating Entity is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. The Cooperating Entity shall also notify UN-HABITAT of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of this Agreement. On receipt of the notice required under this Article, UN-HABITAT shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Cooperating Entity if a reasonable extension of time in which to perform its obligations under this Agreement.

11.2 If the Cooperating Entity is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Agreement, UN-HABITAT shall have the right to suspend or terminate this Agreement on the same terms and conditions as are provided for in Article 12, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

11.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

12.0 TERMINATION

12.1 Either party may terminate this Agreement for cause, in whole or in part, upon thirty (30) days notice, in writing, to other party. The initiation of arbitral proceedings in accordance with Article 13 "Arbitration" below shall not be deemed a termination of this Agreement.

12.2 UN-HABITAT may terminate forthwith this Agreement at any time should the mandate or the funding of the Project be curtailed or terminated, in which case the Cooperating Entity shall be reimbursed by UN-HABITAT for all reasonable costs incurred by the Cooperating Entity prior to receipt of the notice of termination.

12.3 In the event of any termination by UN-HABITAT under this Article, no payment shall be due from UN-HABITAT to the Cooperating Entity, except for work and services satisfactorily performed in conformity with the express terms of this Agreement.

12.4 Should the Cooperating Entity be adjudged bankrupt, or be liquidated or become insolvent, or should the Cooperating Entity make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Cooperating Entity, UN-HABITAT may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Agreement forthwith. The Cooperating Entity shall immediately inform UN-HABITAT of the occurrence of any of the above events.

13.0 SETTLEMENTS OF DISPUTES

13.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement 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.

13.2 Arbitration

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 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.

14.0 PRIVILEGES AND IMMUNITIES: Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UN-HABITAT.

15.0 OBSERVANCE OF THE LAW: The Cooperating Entity shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of this Agreement.

16.0 AUTHORITY TO MODIFY: No modification or change in this Agreement shall be valid and enforceable against UN-HABITAT unless provided by an amendment to this Agreement signed by the Cooperating Entity and a duly authorized official of UN-HABITAT.