

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME

AND

**STICHTING PARTNERSHIP ON SUSTAINABLE LOW CARBON TRANSPORT
FOUNDATION**

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 Habitat Agenda and the Post-2015 Sustainable Development Goals (“SDGs”) in particular, Goal 11 of “*Making cities and human settlements inclusive, safe, resilient and sustainable*”;

WHEREAS, the Stichting Partnership on Sustainable, Low Carbon Transport Foundation (hereinafter referred to as “SLoCaT”) is a multi-stakeholder partnership of more than 90 organizations (*representing UN organizations, multilateral and bilateral development organizations, NGOs and foundations, academe and the business sector*), with the overall objective to incorporate sustainable transport in global policies on sustainable development and climate change;

TAKING NOTE that in recent years SLoCaT has encouraged a wide range of voluntary commitments on sustainable transport that are relevant to the transport provisions of the New Urban Agenda (“NUA”), that is, the outcome document agreed upon at the United Nations Conference on Housing and Sustainable Urban Development (Habitat III), due to take place in [Quito, Ecuador](#), from 17 – 20 October 2016, , and SLoCaT and its members have conducted much work already on the development of relevant indicators for sustainable transport;

ACKNOWLEDGING that the NUA to be adopted at Habitat III is intended to be a inclusive and action-oriented document, and requires regular follow-up;

WHEREAS, UN-Habitat and SLoCaT (hereinafter collectively referred to as the “**Parties**” and individually as the “**Party**”) recognizing the benefits of genuine, substantive cooperation and wishing to pursue a collaboration towards the implementation of sustainable urban transport under the framework of the NUA, 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 for cooperation within which the parties shall collaborate in accelerating action on, and tracking of, transport-relevant components of the NUA, which include, but are not limited to, the following: (a) transport infrastructure/services; (b) rural-urban linkages/food security; (c) travel demand management; (d) road safety; (e) climate change/air quality/energy efficiency; (f) freight transport; (g) land use/transport planning; (h) poverty/equity/inclusion; (i) capacity building; and (j) transport financing.
2. The collaboration between the Parties will be implemented with a focus on tracking transport-relevant components of the NUA in developing and emerging economies, building on experiences from Europe, Asia and Latin America. The collaboration between the parties will aim to bridge discussions on climate change and sustainable development through monitoring implementation of sustainable urban mobility measures intended to reduce global carbon emissions, while achieving development imperatives such as improving air quality and road safety, and promoting accessibility and equity in urban transport systems.
3. The collaboration between the Parties will also help to encourage cooperation with ongoing tracking efforts in other global processes, including but not limited to the 2030 SDGs, the Paris Agreement on climate change; the Habitat III Conference, the Addis Ababa Action Agenda, the United Nations Conference on Trade and Development (“UNCTAD”) process, and the United Nations Global Decade of Action on Road Safety and the Sendai Framework on Disaster Risk Reduction.
4. Subject to Article II, clause (5) herein below, and to their respective regulations, rules, policies, practices, procedures, the Parties shall collaborate and work together on tracking the implementation of sustainable urban development measures that deliver on the proposed NUA to be adopted at Habitat III.
5. The following shall be the primary results of the collaboration:
 - (a) Bridging the discussion on sustainable development and climate through a comprehensive multi-stakeholder partnership on sustainable, low carbon urban transport;
 - (b) Increasing UN Habitat’s capacity to follow up on the transport related provisions in the NUA by linking SLoCaT’s network with UN Habitat’s mandate;
 - (c) Advocating the relevance and importance of the NUA to the SLoCaT membership and supporting SLoCaT to structure its involvement in the implementation of the NUA;
 - (d) Disseminating a strong message on the readiness of the transport sector and UN Habitat to tackle the implementation of transport in the NUA;
 - (e) Preparing for the HLPF review of SDG Goal 3 “*ensure healthy lives and promote well-being for all at all ages*” (2017), SDG Goal 11 (2018), as well as the first comprehensive review of the SDGs by Heads of State in 2019

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 in the areas related but not limited to:
 - (a) Joint activities to support transport-relevant components of New Urban Agenda;
 - (b) Supporting other ongoing tracking efforts relevant to sustainable urban mobility such as the urban mobility SOLUTIONS network, in which UN-Habitat is an active member; and
 - (c) Collaboration with ongoing tracking efforts in other global processes on climate change and sustainable development.

ARTICLE IV
Specific Responsibilities of the Parties

1. Subject to Article II, clause (5) herein above, the specific responsibilities of UN-Habitat are, but not limited to, the following:

- (a) Advocacy towards member states on the collection and analysis of data on urban mobility;
- (b) Advocacy towards member states to assess progress toward mobility objectives of the NUA at a national level;
- (c) Close cooperation within relevant projects and networks;
- (d) Active participation in the joint initiatives; and
- (e) Facilitation of outreach and policy dialogue opportunities.

2. Subject to Article II, clause (5) herein above, the specific responsibilities of SLoCaT are, but not limited to, the following:

- (a) Develop a reporting format for transport-related provisions in the NUA. The reporting format would include both qualitative and quantitative (where existing) targets and recommendations on transport in main global processes and relate these to the main categories of transport related recommendations of the NUA;
- (b) Develop a list of proposed indicators, which is to be ready for discussion by the time of the 2017 UN-Habitat Governing Council and the first report, based on agreed indicators should be ready for inclusion in the discussion by ECOSOC in second quarter of 2018 of the implementation of the NUA;
- (c) Support its members on their efforts to track progress toward sustainable urban transport objectives;
- (d) Support the recording of voluntary commitments on sustainable transport with the plans of the Habitat III Secretariat to develop a Quito Implementation Plan;
- (e) (<http://quitoimplementationplan.habitat3.org/>). SLoCaT will strive to ensure that existing as well as new voluntary commitments fully support the implementation of the NUA;
- (f) Develop a summary of transport related voluntary commitments, which will also include a gap analysis indicating areas related to transport in which there is a weakness among both existing and newly announced initiatives;
- (g) Active participation in the joint initiatives;
- (h) Close cooperation within relevant projects and networks; and

- (i) Facilitation of international cooperation through the utilization of SLoCaT network partners.

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 may wherever possible and as appropriate, undertake joint mission with respect to the programme.
4. The Parties shall keep the United Nations Resident Coordinator in relevant countries 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 relevant countries, 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. 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 below:

<u>To UN-Habitat</u>	<u>To SLoCaT</u>
<p>For Operational Matters: Names: Andre Dzikus, Branch Coordinator, Urban Basic Services Branch Address: UN-Habitat, P.O. Box 30030 – 00100, Nairobi, Kenya Telephone Number: 254-20-7623060, Email Address: andre.dzikus@unhabitat.org</p>	<p>For Operational Matters: Names: Karl Peet Address: Far East Plaza, 317 Xianxia Road, Room 1811-B, Shanghai, 200051, China Telephone Number: +1 312-813-0111 Email Address: karl.peet@slocatpartnership.org</p>

ARTICLE XII

Confidential Nature of Documents

1. Information that is considered proprietary by either Party or 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. SLoCaT 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 SLoCaT, or its 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 SLoCaT, 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. SLoCaT 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 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 until 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 SLoCaT 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 SLoCaT have signed this MoU in two (2) originals at the place(s) and on the date(s) herein below indicated.

For UN-Habitat	For SLoCaT
<p style="text-align: center;">_____</p> <p style="text-align: center;">Dr. Joan Clos, Executive Director</p> <p>Place: Quito, Ecuador</p> <p>Date: _____</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">_Mr. Cornie Huizenga, Secretary General_</p> <p>Place: Quito, Ecuador</p> <p>Date: _____</p>