



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE UNITED NATIONS DEVELOPMENT PROGRAMME  
AND  
UNIVERSITÀ IUAV DI VENEZIA**

This Memorandum of Understanding (“MOU”) is entered into by the United Nations Development Programme (“UNDP”), a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States with its headquarters in New York, NY (USA), and the Università Iuav di Venezia (hereinafter the “Partner”), headquartered in Venice (Italy). UNDP and the Partner are hereinafter referred to individually as a “Party” and jointly as the “Parties”;

**WHEREAS**, UNDP serves in many respects as the operational arm of the United Nations at the country level and works with partners in numerous countries to promote among other things sustainable development, eradication of poverty, advancement of women, good governance and the rule of law;

**WHEREAS**, UNDP represented by Regional Bureau for Arab States is interested in enhancing its development activities in analysis, regional, urban and environmental planning, resources and water management, emergency and reconstruction, as well as heritage conservation and valorisation.

**WHEREAS**, the Partner is a public university duly organized under the laws of Italian legislation and committed to Regio Decreto 2 dicembre 1926, n. 2358;

**WHEREAS**, the Parties wish to cooperate in areas of mutual concern related to UNDP’s development efforts;

**WHEREAS**, the Partner is a public university fully devoted to design discipline with almost a 100 years of experience in the fields of architecture, regional, urban and environmental planning. The Partner in its history and in recent years has drafted plans and design for major interventions in Italy and abroad with collaborations with major international organisations.

**WHEREAS**, in recent years the Partner has collaborated with UN-ESCWA, UNDP-Afghanistan and the World Bank for consultancy on issues regarding sustainable

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reconstruction and urban planning strategies. Among others, Prof. Benno Albrecht, rector of Iuav, participated in the event *Sustainable Reconstruction: Accelerating an Inclusive and Sustainable Recovery in the Arab States Region* held in New York in the occasion of the general assembly 2023, to present Iuav's strategies for reconstruction in the Arab Region.

**NOW, THEREFORE**, the Parties wish to express their intention to cooperate as follows:

**Article I**  
**Purpose and Scope**

The purpose of this MOU is to provide a framework for the non-exclusive cooperation and facilitate and strengthen collaboration between the Parties in the areas of cooperation identified in Article II below. The MOU follows a series of collaborations between the parties including consultancy work as well as joint policy research.

**Purpose.** The Partner can operate as a think tank on planning and design issues capable of providing UNDP in-depth knowledge in the processes of urban and territorial transformation with special regard to key issues such as climate change, energy and water resources, emergency, reconstruction and heritage.

**Objective.** The collaboration between the parties can occur on a vast number of possible fields of interventions: urban planning and design devoted to economic and social development; transformation and transition of energy production and of water management; strategic approaches for emergency and reconstruction in light of climate change, extreme events and conflicts; as well as material and immaterial heritage management and valorization.

**Expected outcomes.** Towards achieving the mutual goal of green, inclusive and sustainable urban planning in recovery and reconstruction in the Arab States region, the parties collaborate around policy work, programming as well as advocacy.

**Article II**  
**Areas of Cooperation**

The Parties have identified the following activities in which cooperation may be pursued, with each Party operating subject to its respective mandates, governing regulations, rules, policies and procedures. The parties will collaborate in different fields of intervention including, but not limited to, **Analyses, Policies, Design and Pilot Projects**. Where relevant, the Partner will also facilitate the relationships with additional Italian academic and public sector institutions, as well as private sector. The main areas of cooperation are:

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- i) **Regional, sub-regional and environmental scale planning** including strategic analysis and policy/programme definition;
- ii) **Urban and rural development planning** including a focus on development planning of neighborhoods and villages;
- iii) **Energy and water resources development and transformation** with special regard to mitigation and adaptation to climate change and environmental issues;
- iv) **Crisis and post-crisis modeling**, following extreme events (natural disasters, climate change, conflicts, social and political instability) including **reconstruction** of urban and rural environments and management of human flows due to **human mobility**;
- v) Valorization and conservation of **material and immaterial heritage** with special regard to urban restoration.

**Article III**  
**Consultation and Exchange of Information**

1. The Parties will, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.
2. Consultation and exchange of information and documents under this MOU will be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.
3. The Parties will, at such intervals as deemed appropriate, convene meetings to review the progress of activities being carried out under the present MOU and to plan future activities.
4. The Parties may invite each other to send observers to meetings or conferences convened by them or under their auspices in which, in the opinion of either Party, the other may have an interest. Invitations will be subject to the procedures applicable to such meetings or conferences.

**Article IV**  
**Use of Name and Emblem and Publicity**

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4.1 Neither Party will use the name, emblem or trademarks of the other Party, or any of its subsidiaries, and/or affiliates, or any abbreviation thereof, without the express prior written approval of the other Party in each case. In no event will authorization to use the UNDP name or emblem, or any abbreviation thereof, be granted for commercial purposes, or for use in any manner that suggests an endorsement by UNDP of the Partner or the Partner's products and/or services.

4.2 The costs of public relations activities relating to the partnership will be the responsibility of the party incurring the costs.

4.3 The Partner acknowledges that it is familiar with UNDP's ideals and objectives and recognizes that its name and emblem may not be associated with any political or sectarian cause or otherwise used in a manner inconsistent with the status, reputation and neutrality of UNDP.

4.4 Nothing in this MOU grants the Partner the right to create a hyperlink to the UNDP website. Such link may be created only with UNDP's written authorization.

4.5 The Parties will recognize and acknowledge this partnership, as appropriate. To this end, the Parties will consult with each other concerning the manner and form of such recognition and acknowledgement.

**Article V**  
**Term, Termination, Renewal, Amendment**

5.1 The proposed cooperation under this MOU is non-exclusive and will have an initial term of five years from the Effective Date, as defined in Article XI ("Effectiveness"), unless terminated earlier by either Party upon two (2) months' notice in writing to the other Party. The Parties may agree to extend this MOU in writing for subsequent periods of 5 years under the same terms and conditions.

5.2 Termination of this MOU will not affect any other agreements relating to the subject matter of this MOU, which will, unless terminated or expired, continue to regulate the relationship between the Parties in accordance with the terms thereof.

5.3 Notwithstanding any other provision to the contrary in this MOU, UNDP shall have the right to terminate this MOU with immediate effect if it becomes aware of any event or circumstances that, in the sole opinion of UNDP, may cause reputational risk or injury to UNDP or may be contrary to UNDP's status, neutrality, ideals or objectives.

5.4 This MOU may be amended only by mutual written agreement of the Parties, signed by their duly appointed representatives.

**Article VI**

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**Representations and Undertakings**

6.1 The Partner represents that it is an organization in good standing duly organized under the laws of Italian Legislation and has all the necessary powers, authority, and legal capacity to enter into this MOU and perform its obligations hereunder.

6.2. The Partner represents that it is not involved in any activity that may be in contravention of or have a negative or adverse impact on UNDP's status, neutrality, ideals and objectives or its image and reputation. Without prejudice to the provisions in Article 5.3 above, the Partner shall promptly notify UNDP of any event or circumstances that may affect the Partner that may cause reputational risk or injury to UNDP, including investigations or legal proceedings.

**Article VII  
Notices**

Any notice or request required or permitted to be given or made under this MOU shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For UNDP: Abdallah Al Dardari  
Assistant Secretary General and Regional Director  
Regional Bureau for Arab States  
United Nations Development Programme  
One UN Plaza – DC1  
10017 New York  
USA

For the Partner: Benno Albrecht  
Rector  
Rettorato Università Iuav di Venezia  
Santa Croce, 191,  
30135 Venezia VE  
Italia

**Article VIII  
Legal Provisions Relating to Implementation**

8.1 Notwithstanding anything in this MOU to the contrary, (a) this MOU is an expression of intent and does not constitute a legally binding document; (b) nothing herein shall be construed as creating a legally binding commitment, financial or otherwise; (c) nothing herein shall be construed as creating a joint venture and neither

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Party shall be an agent, representative or joint partner of the other Party; (d) all of UNDP's activities envisaged hereunder are subject to the availability of funding; (e) any funds received by UNDP shall be used, and all UNDP activities further to this MOU will be carried out, in accordance with the project documents agreed between UNDP and the concerned programme government(s) where the activities will be implemented, and in accordance with the applicable UNDP regulations, rules, policies and procedures; and (f) each Party shall be responsible for its acts and omissions and those of its employees, contractor and subcontractors, in connection with this MOU and its implementation.

8.2 To the extent that the Parties wish to create legal or financial obligations with respect to or resulting from any activity contemplated in this MOU, a separate agreement related thereto will be concluded between the Parties prior to such activity being undertaken.

8.3 The Parties will consult each other, as appropriate and if circumstances so require, on issues relating to intellectual property and rights thereto, including the necessity of entering into separate agreement(s) to regulate such issues and rights.

8.4 In the event of inconsistency between any provision of this Article VIII and a provision of another section of the MOU, this Article VIII shall prevail.

**Article IX**  
**Settlement of Disputes**

Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably by the Parties shall be referred to arbitration under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules then in force. 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 X**  
**Privileges and Immunities**

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 its subsidiary organs.

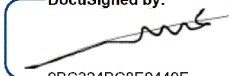
**Article XI**  
**Effectiveness**

This MOU will become effective on the date in which it is duly signed by both Parties ("Effective Date").

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**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties affix their signatures below.

DocuSigned by:  
  
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**FOR UNDP:**

Abdallah Al Dardari

Assistant Secretary General and  
Director for the Regional  
Bureau for Arab States

20-oct-2023

\_\_\_\_\_  
Date

**FOR IUAV:**

Benno Albrecht

Rector  
Università Iuav di Venezia

\_\_\_\_\_  
Date