

Memorandum of Understanding (MoU) between Università Iuav di Venezia and Addis Ababa City Administration

Between

Università Iuav di Venezia, hereinafter "Iuav", tax code 80009280274, VAT 00708670278, represented by the rector pro tempore prof. Benno Albrecht, domiciled for the office at the Università Iuav di Venezia – Santa Croce, 191-30135 Venice, legitimized for the signing of this act by deliberation of the Academic Senate on March 22nd, 2023 and deliberation of the Board of Directors on March 30th, 2023

and

Addis Ababa City Administration, hereinafter "AACA" – FDRE Tax Admin Proclamation no. 983/2016, TIN 0001999039, represented by HE Mayor Adanech Abiebie, domiciled for the office at Addis Ababa City, Arada Sub-city, Piassa legitimized for the signing of this act by Addis Ababa City Administration Charter no. 361/2003.

Both Iuav and AACA shall also be collectively referred to as "Parties" or individually as "Party".

WHEREAS:

- Iuav that, pursuant to article 3, paragraph 2 of the Statute, in the exercise of its functional autonomy, can promote, organize and manage in collaboration with other public and private actors operating at local, national, supranational and international, activities of common interest in fields related to its institutional purposes;
- Iuav, whose activity is institutionally devoted to teaching, training and research on the disciplines of Architecture, Urban Planning, Physical Planning, Restoration, Arts, Theatre and Design, is a qualified research and training centre with specific expertise in the field of urban development, also with regard to the network of relationships with numerous Italian and international specialised organizations, with whom Iuav maintains collaborative relationships in research, teaching, internships and other activities related to the primary functions of the University;
- AACA is a public administration institution whose purpose is administer the city and deals with all public administration matters.
- AACA intends to acquire, develop and apply a state-of-the- knowledge research outputs in the field urban development and public administration in order to deepen knowledge production and utilization to support the informed decision making.
- AACA and Iuav intend to cooperate in all fields and disciplines of common interest and have scientific expertise in the field of urban development;

IT IS HEREBY AGREED AS FOLLOWS:

article 1 – purpose

Iuav and AACA recognize the interest to activate forms of cooperation in order to develop and promote research on the topic concerning:

- Urban and Regional Planning
- Land Valuation and Management
- Advanced GIS, Remote Sensing and Spatial Analysis
- Urban and Landscape Architecture and Design, and
- Urban Governance

article 2 – forms of collaboration

The purposes indicated in the previous article may be followed through various forms of collaborative activities, including:

- Research projects
- Organization of lectures, symposia, international meetings, conferences and workshops
- Visits of faculty members, students and city leaders
- Other activities as mutually agreed

article 3 – commitment and economic aspects

1. Each Party will be responsible for applying to fundings and grants that will be utilized for projects identified consequent to this MoU.
2. The collaborative activities in the preceding article, may be implemented through separate and specific implementing agreements, in which specific mention must be made to the present MoU,
3. The implementing agreements will also regulate the economic and insurance aspects between the parties, as well as the intellectual property rights and the publication of materials generated by programs undertaken by the parties.

article 4 – Officers contacts

1. AACA Mayor's Office is identified as responsible for the implementation of this MoU.

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Iuav identified as responsible for the implementation of this agreement prof. Francesco Musco and prof.ssa Maria Chiara Tosi.

2.It is the responsibility of the two signatories or respectively delegated directors to identify the activities to be implemented under this MoU and scientific processing of the specific agreements referred to in article 3.2. The two signatories or their delegates may produce annually a list of activities to be developed under this MoU, which shall communicate to the partner organizations.

article 5 – confidentiality

1.For “Confidential Information” is to be meant all information, data, reports, research, know-how, formulae, processes, technology, analyses, notes, interpretations, forecasts, records, documents, agreements, methods, procedures, inventions, or ideas which are proprietary to a party, which are not generally available to the public.

2.The Parties undertake to ensure for themselves and for their staff, strict confidentiality regarding the Confidential Information, which comes to their knowledge in the performance of common tasks, not disclosing it to third parties and using it only for the achievement of the purposes covered by this MoU, to refrain from any action which might harm the patentability of these results.

3.If either of the parties wishes to disclose Confidential Information to any third party, the party intending to disclose must obtain prior consent from the other Party before any disclosure can be made.

article 6 – use of promotional material and use of logos

1.Neither Party will use the other Party’s name, or any name that is likely to suggest that it is related to the other Party, in any advertising, promotion or sales literature without first obtaining the express written consent of the other Party.

Article 7 – non-discrimination

1.The Parties shall not discriminate against any person based on national or ethnic origin, colour, religion, political opinions, age, gender, sexual orientation, marital or familiar status, disability.

Article 8 – duration

1.This memorandum of understanding has a validity of 5 (five) years from the signing of the same and cannot be in any case automatically renewed, unless explicit declaration of all parties.

article 9 – disputes

1.Any dispute shall be settled amicably by consultation or negotiation between the Parties. In the event that an agreement cannot be reached, dispute resolution shall be devolved exclusively to an arbitration panel composed of a member designated by each party and a member chosen by mutual agreement.

2.The Parties shall share equally all expenses incurred in appointing the member chosen by mutual agreement.

article 10 – privacy

1. In accordance with EU Regulation 2016/679 (GDPR) and the respective Ethiopian law the Parties consent to the processing of their personal data for the execution of all operations and activities related to this Memorandum of Understanding (The Ethiopian Side will be consulted).

article 11 – registration and stamp duty

1.The registration of this Memorandum of Understanding will be made only in case of use, in accordance with current legislation. All related expenses shall be borne by the party requesting the recording. This Memorandum of Understanding is subject to stamp duty from the outset and is paid by Iuav in virtual mode by authorization of the Revenue Agency - Territorial Office of Venice n. 29074/1999.

Article 12 – notices

1.This MoU is independent of any previous MoU between Iuav and AACA.

This MoU may be renewed by a written request authorized by the respective Parties.

Article 13 - liaison offices

1.The offices in charge of the execution and possible amendment or extension of this MoU are:

Addis Ababa City Administration
Mayor’s Office, Strategic Programs
Management Office
Arada Sub city, Piassa
P.Box 365, 2445
Tel. +251-5-550111
e-mail: adanekh.abiebie@aaca.gov.et or
eshetayehu.kinfu@aacmo.gov.et

At Università Iuav di Venezia
Servizio di Staff del rettore

Tolentini 191 – S. Croce
I – 30135 Venezia
Ph.: +39 041 2571750
Email: rettorato@iuav.it

The present Memorandum of Understanding will be executed in one original copy in English and digitally signed according to Italian law (D. Lgs. n. 82/2005, L. n. 241/90).

The present Memorandum of Understanding is signed by:

Addis Ababa City Administration
The Mayor
Adanech Abiebie
Signature

Università Iuav di Venezia
The Rector
Benno Albrecht
Signature



Adanech Abiebie Dessa
Mayor



Date
I Università Iuav di Venezia
U
A il rettore
V Benno Albrecht

Venice, May 2nd, 2023