



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME

AND

ASSOCIATION LA VOUTE NUBIENNE

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 Quito, Ecuador 2016;

WHEREAS, Association la Voute Nubienne hereinafter referred to as AVN is a non-profit organization formed in 1901 with the mission to enable access to decent, affordable and sustainable housing in West Africa. It disseminates a low-tech and low-carbon building technique, energy-efficient and climate-resilient for improved living standards for all and community development. Through the Nubian Vault programme, “Better Building in West Africa: a Roof, a Skill, a Market”, is a social entrepreneurship initiative dedicated to creating a market for a building technique in order to transform building practices in the Sahel. This technique, the Nubian Vault (NV), is an ancestral system, revitalised, simplified and standardised by AVN for easy replication. Using only locally available materials (raw earth bricks), it enables the construction of decent, affordable and resilient homes in the Sahel;

WHEREAS, Association la Voute Nubienne hereinafter referred to as AVN is committed to a joint partnership focusing on access to affordable and sustainable housing for all, policy support and implementation of projects on affordable housing at national and international level;

ACKNOWLEDGING that UN-Habitat and AVN (hereinafter collectively referred to as the “Parties” and individually as the “Party”) have agreed to on joint partnership on projects by providing technical support (such as expertise to facilitate trainings, dissemination of good practices and resource mobilization) in promoting access to affordable and sustainable

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housing for all, policy support and implementation of projects on affordable housing at national and international level therefore contributing to the work of UN-Habitat and AVN;

WHEREAS, recognizing the benefits of genuine, substantive cooperation and wishing to pursue such cooperation to promote access to affordable and sustainable housing for all, have entered 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 within which UN-Habitat and AVN shall collaborate on joint activities such as partnership on projects by providing technical support (such as expertise to facilitate trainings, dissemination of good practices and resource mobilization) in promoting access to affordable and sustainable housing for all, policy support and implementation of projects on affordable housing at national and international level.
2. The collaboration between the Parties will be implemented with a focus on promoting the work of UN-Habitat and AVN in supporting projects and other joint activities that focuses on affordable and sustainable housing for all in Africa.
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 in a joint partnership focusing on access to affordable and sustainable housing for all, policy support and implementation of projects on affordable housing at national and international level.

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

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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 authorized 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 on joint activities including:

- (a) International advocacy involving financial and technical partners in a joint fundraising and resource mobilization to support in the implementation of the affordable and sustainable housing projects by UN-Habitat and AVN;
- (b) National advocacy and networking with national actors such as Government Ministries, development and civil society actors and among other stakeholders for policy support for the project proposal, budgetisation and implementation of affordable housing projects into national programmes;
- (c) Support to agreed joint activities and programmes between UN-Habitat and AVN such as training and capacity building on sustainable housing and buildings;
- (d) Demonstration projects focusing on affordable and sustainable housing for all;
- (e) Production and publication of technical information;
- (f) Joint production of reports at national and international level and joint organisation of national and international events.

ARTICLE IV

ARTICLE IV
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 Africa, 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 Burkina Faso as necessary and appropriate for the effective implementation of the programme. (if applicable)

ARTICLE V
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 VI
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 VII
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 VIII

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 IX

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 X

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 AVN</u>
<p>For Operational Matters: Names: Christophe Lalande Title: Leader, Housing Unit, Housing and Slum-Upgrading Branch (HSUB) Address: UN-Habitat, P.O Box 30030-00100, Nairobi, Kenya Telephone Number: + 254 207 62 3414 Email Address: christophe.lalande@unhabitat.org</p>	<p>For Operational Matters: Names: Cecilia Rinaudo Title: Deputy Director Address: 7 rue Jean Jaures – 34190 Ganges – France Telephone Number: +33 4 67 81 21 05 Email Address: cecilia.rinaudo@lavoutenubienne.org</p>

ARTICLE XI

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 XII

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

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shall claim any ownership interest thereto, without the express prior written permission of a duly authorized representative of the Party in each case.

ARTICLE XIII

Indemnity

1. AVN 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 AVN, or AVN'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 AVN, its employees, officers, agents or sub-contractors. The obligations under this Article do not lapse upon termination of this MoU.

ARTICLE XIV

Officials not to Benefit

1. AVN 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 XV

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 XVI
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.

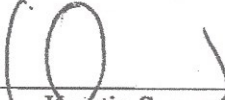
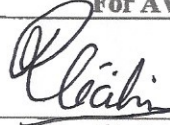
ARTICLE XVII
Entry into Force

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 for a period of 3 years [2018-2021] from the effective date of this MoU, subject to automatic renewal for a subsequent term, unless earlier terminated by either Party in accordance with Article VI ("*Termination*") above.

ARTICLE XVIII
Entire Agreement

1. This MoU constitutes the entire understanding of UN-Habitat and AVN 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 the AVN have signed this MoU in two (2) originals at the place(s) and on the date(s) herein below indicated.

For UN-Habitat	For AVN
 <hr/> Kerstin Sommer Officer-in-Charge, Housing and Slum Upgrading Branch	 <hr/> Cecilia Rinaudo Deputy Director
Place : Nairobi, KENYA	Place : Ganges, FRANCE
Date : <u>26.04.2018</u>	Date : <u>27/04/2018</u>