

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME
AND
GÖKÇEADA MUNICIPALITY**

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 Gökçeada Municipality (GM) in Çanakkale, Turkey. UNDP and the Gökçeada 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 Turkey Country Office is interested in enhancing its development activities in supporting the municipalities to accelerate their progress towards the achievement of the Sustainable Development Goals in partnership with GM by focusing on creating an exemplary model in participatory design and placemaking practices. GM is a corporate entity duly organized under the laws of the Republic of Turkey and to operate within a prescribed geographic area for the purpose of providing public services and committed to provide public services. GM is also committed to enhance their efforts towards reaching Sustainable Development Goals in the scope of participatory practices and innovative methodologies on design of public spaces.

WHEREAS, the Parties wish to cooperate in areas of mutual concern to enhance the effectiveness of their development efforts;

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 common interest identified in Article II below.

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, regulations, rules, policies and procedures:

- i) UNDP and GM are committed to run a participatory design process on a specific public space that GM has provided for this collaboration;
- ii) UNDP is committed to conduct workshops, participatory sessions, research, , or similar activities and events on areas of common interest to gain insights from and share learnings

with residents and the project team of Gokçeada Municipality.

- iii) GM is committed to facilitate coordination with residents, locals, NGOs, any other related actors to access relevant data sources and/or spaces for UNDP to conduct activities such as fieldwork or data processing in the areas of common interest.
- iv) GM is committed to facilitate the necessary communication with residents, locals, NGOs, any other related actors, arrange the logistics of people and goods.
- v) GM is committed to ensure that they will provide a dedicated team for the successful implementation of the collaboration.
- vi) UNDP is committed to ensure providing required capacity and know-how to the collaboration.

More details about activities and the roles of Parties are described in Annex 1 "Concept note" which is an integral part of this MoU.

Article III

Consultation and Exchange of Information

3.1 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.

3.2 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 agreements will survive the termination of this MOU and of any agreements signed by the Parties within the scope of this collaboration.

3.3 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.

3.4 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

Visibility

The Parties recognize the importance of providing visibility to their cooperation under this MOU and therefore agree to acknowledge the role and contribution of each Party in all public information documentation relating to activities covered by this MOU. The Parties agree to use each Party's name and emblem in accordance with the regulations and policies of each Party and subject to prior written approval of each Party.

Article V

Term, Termination, Renewal, Amendment

5.1 The proposed cooperation under this MOU is non-exclusive and will have an initial term of one year from the Effective Date, as defined in Article X ("Effectiveness"), unless terminated earlier by either Party upon two months' notice in writing to the other party. The Parties may agree to extend this MOU in writing for subsequent period of one year 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. This MOU may be amended only by mutual written agreement of the Parties, signed by their duly

appointed representatives.

Article VI

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.

Article VII

Legal Provisions Relating to Implementation

7.1 Notwithstanding anything in this MOU to the contrary, (a) this MOU constitutes an expression of intent only and not 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 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 in connection with this MOU and its implementation.

7.2 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.

7.3 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.

7.4 GM represents that it has all the necessary powers, authority, and legal capacity to enter into this MOU and perform its obligations hereunder.

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

Article VIII

Settlement of Disputes

Any dispute between UNDP and the Government relating to this MOU will be settled amicably by the Parties through direct negotiation.

Article IX

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 X

Effectiveness

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

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

FOR UNDP:

Name

Title

Date



FOR GÖKÇEADA MUNICIPALITY:

Ünal ÇETİN
Name

Gökçeada Belediye Başkanı
Title

17/03/2021
Date

