

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME
AND
MARMARA MUNICIPALITIES UNION**

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 MARMARA MUNICIPALITIES UNION (MMU) in Istanbul. UNDP and MMU 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 under the umbrella of MMU to accelerate their progress towards the achievement of the Sustainable Developments Goals with a focus on creating an exemplary model in participatory design and placemaking practices. UNDP Turkey is interested in partnering with MMU to support the member municipalities to co-develop innovative solutions for addressing fast-changing and increasingly complex urban challenges.

WHEREAS, MMU is an organization duly organized under the laws of the Republic of Turkey and committed to provide all services with the aim to fulfill the welfare by increasing the authority and resources of municipalities, raising environmental awareness in local governments, and representing municipalities at the international arena. MMU is also committed to building its capacity for applying innovative solutions to address the municipalities’ development challenges.

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

WHEREAS, MMU is a local government association in Turkey with more than 190 municipality members from the Marmara Region and wishes to support the SDGs through its policies and operations, and through its network of subsidiaries in MMU’s Areas of Operation.

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 of cooperation and facilitate and strengthen collaboration between the Parties, on a non-exclusive basis, in areas of common interest.

Specially, both Parties will partner in formulating a collaboration scheme to facilitate development and where feasible implementation of innovative solutions for member municipalities’ progress towards the achievement of Sustainable Development Goals.



Article II

Areas of Cooperation

The Parties intend to cooperate in the following areas of activity:

- i) UNDP and MMU are planning to work on organizing open call(s) for member municipalities;
- ii) UNDP and MMU are planning to conduct workshops, conferences, trainings, research, projects, podcasts or similar activities and events on areas of common interest to gain insights from and share learnings with member municipalities;
- iii) MMU will facilitate coordination with municipalities 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.

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

Use of Name and Emblem and Publicity

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 MMU's services.

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

4.3 MMU 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 to MMU 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 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.

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.

Article VI

Representations

MMU represents that it is an organization in good standing duly organized under the laws of Republic of Turkey. MMU shall promptly notify UNDP of any legal investigation or fiscal audit that it may be subject to from time to time.

Article VII

Settlement of Disputes

7.1 The Parties shall use good faith efforts to settle amicably any dispute, controversy or claim arising out of this MOU. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

7.2 Any dispute, controversy or claim between the Parties arising out of this MOU which is not settled amicably in accordance with the foregoing paragraph shall be referred to arbitration under the 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 VIII

Legal Provisions Relating to Implementation

8.1 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.

8.2 MMU represents that it is a legal entity formed and existing under the law of Government of Turkey and has all the necessary powers, authority, and legal capacity to enter into this MOU and perform its obligations hereunder.

8.3 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

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

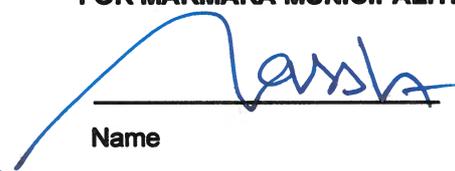
Sukhrob Khojimatov
Deputy Resident Representative

Title

Date

21/09/2020

FOR MARMARA MUNICIPALITIES UNION:



Name

M. Cemil Arslan

Title

Secretary General

Date

15.09.2020

