



Memorandum of Understanding

between

United Nations Economic Commission for Europe

and

Trondheim Kommune

The United Nations Economic Commission for Europe (UNECE), and Trondheim Kommune (referred herein as the “Parties”) have agreed to sign this Memorandum of Understanding (“Memorandum”) as a statement of intent by the Parties to develop cooperation in the promotion of smart sustainable urban development through the establishment of the *Center of Excellence on Sustainable Development Goals (SDG) City Transitions* in Trondheim for the implementation of the United Nations 2030 Agenda on Sustainable Development, the Geneva UN Charter on Sustainable Housing (Charter) and the United for Smart Sustainable Cities Key Performance Indicators (U4SSC KPIs).

Objective

1. The purpose of the present memorandum of understanding is to provide a framework for cooperation and facilitate collaboration between the Parties, on a non-exclusive basis, in areas of common concern and interest. The present memorandum of understanding shall not represent any commitment on the part of either Party to according preferential treatment to the other in any matter contemplated under the present memorandum of understanding or otherwise.
2. The Parties wish to establish the Center of Excellence on SDG City Transition in Trondheim for the implementation of the United Nations 2030 Agenda on Sustainable development, United Nations Sustainable Development Goals, the Geneva UN Charter on Sustainable Housing and the U4SSC KPIs. The ‘Center of Excellence’ is established at Trondheim Kommune and is named Center of Excellence on SDG City Transition in Trondheim. The Memorandum provides a framework within which the Parties can develop and undertake collaborative activities and projects to promote the principles of the United Nations 2030 Agenda for Sustainable Development, the Geneva UN Charter on Sustainable Housing and the U4SSC through the Center of Excellence.
3. The definition and implementation of any subsequent specific activities, projects and programmes pursuant to the present memorandum of understanding, including those involving the transfer of funds between the Parties, shall be subject to separate agreements that may be entered into between the Parties under the present memorandum of understanding.

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Responsibilities of the Parties

4. Trondheim Kommune, a partner organization hosting the Center of Excellence, will undertake activities such as:
 - (a) Work closely with the UNECE and its Centre of Excellence on Smart Sustainable Cities in Vienna (OIER) to collect data and assess the practices, performance and potential of Norwegian municipalities in accordance with U4SSC KPIs;
 - (b) Build on the U4SSC KPIs and work with relevant government entities, cities and research and development partners, to develop and offer the UNECE standards and best practices by way of an Open Source SDG City Transition Framework for cities and city partners in the UNECE Region working to align policies, resources and action to SDGs;
 - (c) Host the Center of Excellence in Norway and establish cooperation with associated research and development Partners, offering such Partners access to the city as a testbed.

5. UNECE will:
 - (a) Facilitate the work of the Center of Excellence through exchange of information, knowledge and experience within the network as well as with relevant international and national organizations in the UNECE region, within existing resources.
 - (b) Promote the goals and objectives of the 2030 Agenda and the Geneva UN Charter on Sustainable Housing through the Center of Excellence.
 - (c) Guide the work of the Center of Excellence according to the priorities established by the UNECE Committee on Urban Development, Housing and Land Management (CUDHLM).
 - (d) Coordinate the cooperation and exchange of experiences between the networks of Centers of excellence.

Protection of Intellectual Property Rights

6. The Parties recognize the importance of protecting and respecting intellectual property rights. This Memorandum does not grant the right to use materials belonging to or created by either Party without the written consent of the Party.
7. The intellectual property rights for materials or products developed and provided by UNECE shall rest entirely with UNECE as this is in accordance with UN copyright rules and regulations.

Use of UNECE Name and Logo

8. Any use of the UNECE name and logo by Trondheim shall be subject to explicit written consent by UNECE.

Limits to Agreement

9. This Memorandum does not constitute an agreement by either Party to provide support for any specific project or activity. Any sharing of information between the Parties will be subject to their respective policies on the disclosure of information.



10. In no event shall this Agreement or any amendment hereto operate to create financial or administrative or legal obligations on the part of either Party, nor does it prevent the parties from pursuing the objectives set forth in this Memorandum on their own or with other third parties.

Disputes

11. The Parties commit themselves to settling by good faith negotiation any dispute or controversy arising out of the implementation and/or the interpretation of the present Memorandum.

Privileges and Immunities

12. Nothing in this Memorandum is intended to be a waiver, expressly or implied, of the privileges and immunities of the UNECE, including its subsidiary organs.

Planning of the Activities

13. The Parties will develop a plan under the present memorandum of understanding, including specific activities, projects and programmes, whose definition and implementation shall be subject to detailed separate agreements. The Parties may present their plans for the specific activities to implement this Memorandum at the annual sessions of the Committee on Urban Development, Housing and Land Management.

Key Points of Contact

14. The key points of contact for implementation of this Memorandum are listed below. The Parties may, by written notice to the other Party, designate additional or different persons as points of contact.

For UNECE: Gulnara Roll, Environmental Affairs Officer
Housing and Land Management Unit
Forests, Land and Housing Division
United Nations Economic Commission for Europe
Palais des Nations
8-14 avenue de la Paix
1211 Geneva 10, Switzerland
Tel. office: +41 (0)22 917 5793
E-mail: Gulnara.Roll@un.org
<https://www.unece.org/housing-and-land-management/housingcharter/geneva-un-charter-centres.html>

For Trondheim Kommune:
Kristian Mjøen, Head
University City Trondheim TRD3.0
2300 Torgarden
7004 Trondheim

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Norway
Tel. office: (+47) 72 54 00 00
E-mail: kristian.mjoen@trondheim.kommune.no
<https://www.trondheim.kommune.no>

Timeframe and Termination

15. This Memorandum will continue for three years from the date of the last signature with the possibility of further extension based on mutual written agreement of the Parties. Either Party may, at its sole discretion, terminate this Memorandum at any time by providing written notice to the other Party with a minimum notice period of six (6) months.

Reporting, Monitoring and Evaluation

16. The Parties recognize the importance of monitoring and evaluating the performance of collaborative activities undertaken pursuant to this Memorandum. The Center of Excellence shall annually report on its activities to the Committee on Urban Development, Housing and Land Management. Between the sessions, the Center of Excellence should report on the current activities to the CHLM Bureau.
17. The Parties also agree to meet as needed to evaluate the overall effectiveness of the collaborative activities undertaken pursuant to this Memorandum, including (i) the extent to which the Parties have achieved their institutional goals; and (ii) the extent to which the overall results achieved through collaborative action were greater than the sum of the results each Party would have achieved on its own.

Special measures for the protection from sexual exploitation and sexual abuse

18. Sexual exploitation and sexual abuse violate universally recognized international legal norms and standards. Such conduct is prohibited by the United Nations Regulations and Rules. When entering into this agreement with UNECE, you agree that you accept these standards. Failure on your part to take preventive measures against sexual exploitation or sexual abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or sexual abuse has occurred are grounds for termination of any agreement with the UNECE.

Miscellaneous

19. In witness whereof, the Parties hereto execute this Memorandum:

For the United Nations Economic Commission for Europe,

Olga Algayerova,
Executive Secretary

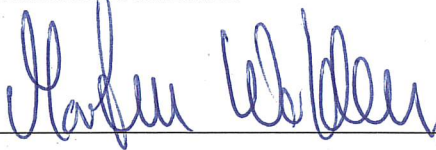


Date: 20.08.2019

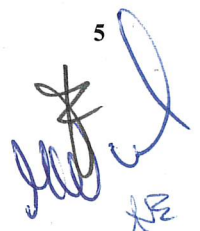
For Trondheim Kommune,

Morten Wolden, Chief Executive Officer

Trondheim Kommune



Date: 23/08-2019

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