

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS ECONOMIC COMMISSION FOR EUROPE

AND

IESE BUSINESS SCHOOL (University of Navarra)

The **United Nations Economic Commission for Europe** (hereinafter referred to as “UNECE”), as represented by the Leslie Cleland, Executive Officer

and

The **IESE Business School, University of Navarra, Spain** (hereinafter referred to as “IESE”), as represented by the Jaime Alonso Stuyck, General Administrator.

hereinafter referred to as the “Parties”,

- **RECOGNIZING** the desire of the Parties to establish and develop cooperation to promote the UNECE Public-Private Partnerships (PPPs) Initiative and in particular the UNECE International PPP Centre of Excellence as a tool for social and economic development,

- **TAKING INTO ACCOUNT** the desire of the Parties to establish an appropriate mechanism for such cooperation,

hereby agree to the following:

Article 1

- (1) The Parties agree to cooperate and promote the overall UNECE PPP Initiative, inter alia:
 - (a) the goals and objectives of the UNECE International PPP Centre of Excellence (hereinafter referred to as “ICoE”) in Geneva, Switzerland – an integral part of the UNECE secretariat;
 - (b) the creation of the International Specialist Centre of Excellence on PPPs in Smart and Sustainable Cities (hereinafter referred to as “Centre”) in Spain;
 - (c) the development of international PPP best practice guides on PPPs in Smart and Sustainable Cities; and
 - (d) other areas of common interest.
- (2) Within the framework of the Memorandum of Understanding (hereinafter referred to as the “Memorandum”), the Parties will be guided by the general principles and

standards of international law and shall cooperate in accordance with the principles of equity, transparency and reciprocity.

- (3) The Parties will work together towards the implementation of the provisions of this Memorandum through their authorized representatives, as designated by the Parties, in addressing emerging issues and initiating joint activities.

Article 2

- (1) The IESE shall:

- (a) provide the UNECE funds amounting to US\$60,000 in one installment in extrabudgetary resources pursuant to Article 4 towards the PPP work undertaken by the ICoE;
- (b) set up, manage and finance for the duration of the Memorandum the Centre as an integral part of the IESE and operating in accordance with the rules and regulations of IESE, and working towards the goals and objectives, and under the guidance of, the ICoE, as specified in Part A of Annex 1;
- (c) under the direction of the UNECE, identify international PPP best-practice models in PPP smart and sustainable cities, as specified in Part B of Annex 1;
- (d) translate from English to Spanish PPP standards developed by the UNECE ICoE and a PPP training module (introduction to PPPs) not exceeding 200 pages per year;
- (e) coordinate with and assist the UNECE in promoting the overall goals and objectives of the UNECE ICoE, including:
 - (i) organize, host and fund regular symposiums, workshops, training programmes and seminars in PPP smart and sustainable cities, including an international conference to inaugurate the Centre in Barcelona in 2015; and
 - (ii) develop and produce print and audio-visual materials related to the Centre, including marketing materials.
- (f) following the commencement of full operations of the Centre, it shall report to the UNECE on the overall performance of the Centre. Reporting activities shall include, inter alia:
 - (i) the number of new members and number of governments that received assistance from the Centre;
 - (ii) the number of seminars, workshops, training programmes, conferences and other similar activities held;
 - (iii) statistics on website traffic and downloads of the international PPP best practice models in Smart and Sustainable Cities;
 - (iv) the number of new case studies added to the PPP best practice models in the Smart and Sustainable Cities sector;
 - (v) update of the PPP best practice models on PPPs in Smart and Sustainable Cities on a regular basis, and at least on an annual basis; and

- (vi) any other activity related to the Centre as agreed with UNECE.
 - (g) establish and operate a dedicated website for the Centre;
 - (h) be entitled to collect and retain revenues derived from a number of activities conducted by the Centre that are not covered by this Memorandum.
 - (i) own all intellectual property and in particular copyright in all documentation produced in the deliverables as specified in Part B of Annex 1;
 - (j) grant to the UNECE an exclusive royalty-free worldwide license for any use, in all media, of the works referred to in Part B of Annex 1, including such future modification carried out by IESE as may appropriately advance UNECE PPP standards, for the duration of its copyright in all languages. It is expected that the future economic benefit to the UNECE for the use of this license would not exceed USD \$20,000.
- (2) The UNECE shall:
- (a) continue to promote the goals and objectives of the ICoE;
 - (b) delegate to IESE on an exclusive basis for the duration of this Memorandum to set up the Specialist Centre on PPPs in Smart and Sustainable Cities and to develop and maintain PPP best practice models in Smart and Sustainable Cities
 - (c) guide and oversee Centre's implementation of the deliverables in Part A of Annex 1, including the approval of all activities and standardized processes for the Centre;
 - (d) guide and oversee the implementation of the deliverables in Part B of Annex 1, including the approval of the style, format and contents of the PPP best practice models on PPPs in Smart and Sustainable Cities;
 - (e) coordinate the interface between the IESE and other participants in the ICoE;
 - (f) warrant that, for the duration of the Memorandum, it will not enter into any other agreement or arrangement with any other government or entity to host the Centre on PPPs in Smart and Sustainable Cities; and
 - (g) liaise with the Bureau of the UNECE Team of Specialists on Public-Private Partnerships, which provides overall substantive and policy guidance to the ICoE.

Article 3

- (1) It is expected that operations and services by the Centre commence in February 2015.
- (2) The activities under the Memorandum shall be performed in accordance with the schedule set out in Part C of Annex 1.

Article 4

- (1) The transfer of funds by the IESE to UNECE amounting to US\$60,000 pursuant to Article 2(1)(a), shall be effected in February 2017. The UNECE's bank details are contained in Annex 3.
- (2) The funds transferred from the IESE to the UNECE for the purpose of the Memorandum shall be exclusively administered and accounted for by the UNECE in accordance with the applicable United Nations financial regulations, rules and directives applicable to technical cooperation trust fund accounts. The contribution is subject exclusively to the internal and external auditing procedures of the United Nations. The UNECE shall reserve the right to reallocate contributions to other activities within the UNECE PPP work.
- (3) The contribution is inclusive of the standard United Nations Programme Support Cost of thirteen (13) per cent.
- (4) All financial accounts and statements shall be expressed in United States dollars. No specific financial or substantive reporting is required, and no return obligation exists and any unused balance and interest income earned will be credited to the fund as an un-earmarked contribution for ongoing activities.

Article 5

- (1) Any modifications or changes to the present Memorandum shall be made in writing with the consent of both parties, and shall take effect on the date of signature by the parties.

Article 6

- (1) The Memorandum is concluded for a period of three (3) years and it shall enter into force upon signature by both parties and shall remain valid until such time as any Party provides a notice of termination to the other Party with a minimum notice period of six (6) months.
- (2) In the event that this Memorandum is terminated in accordance with Article 6(1):
 - (a) the IESE shall provide UNECE with both hard and electronic copies of all documentation, within thirty (30) days of the termination taking effect;
 - (b) the Parties shall fulfill in good faith any aspect of their respective commitments expressly undertaken prior to the termination taking effect. This would include all funds already committed prior to the termination of this agreement; and
 - (c) each Party waives all rights to any further claim for damages.
- (3) Nothing in or relating to the present Memorandum will constitute, nor imply, a waiver from the privileges and immunities enjoyed by the UNECE under the terms of the 1946 Convention on the Privileges and Immunities of the United Nations.

Article 7

- (1) Each Party shall appoint an authorized representative, who shall at all times have the authority to act on behalf of that Party in respect of this Memorandum. The identity and contact information for each Party's authorized representative are specified in Annex 2.

Article 8

- (1) All communication between the Parties in respect to the terms of this Memorandum will only have effect for the purposes of this Memorandum if it is:
 - (a) in writing;
 - (b) in English;
 - (c) signed and dated by the sending Party's authorized representative;
 - (d) clearly marked for the attention of the receiving Party's appointed Representative; and
 - (e) delivered by any means as reasonably specified by the intended recipient, including by mail, fax and/or email.
- (2) Communications will take effect from the time they are received by the receiving Party's authorized representative, unless a later time is expressly specified in that communication.

Article 9

- (1) In fulfilling its obligations under this Memorandum, IESE may only use the United Nations logo subject in each instance to the express prior written approval of the UNECE Executive Officer.

Article 10

- (1) The Parties agree to seek the resolution of any dispute arising in connection with the application and/or interpretation of the present Memorandum in a spirit of cooperation and good faith, through communication between each Party's authorized representative as identified in Annex 2.
- (2) If a dispute cannot be resolved at the operating level, the subject of disagreement will be recorded in writing by each party and presented to the other party for consideration. If resolution to the dispute is not reached within thirty (30) days, the Parties will forward the written record of the dispute to the executive head of each party for consideration and settlement.

Signed in Geneva and Barcelona on 25 February 2015 in two copies, each copy in the English language.

For the United Nations Economic
Commission for Europe (UNECE)

For the IESE

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Leslie Cleland
Executive Officer

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Jaime Alonso Stuyck
General Administrator

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Geoffrey Hamilton
Chief, Cooperation and Partnerships Section

ANNEX 1

PART A: The Specialist Centre on PPPs in Smart and Sustainable Cities

Scope and Deliverables

The Specialist Centre on PPPs in Smart and Sustainable Cities is critical to the validity and sustainable operation of the ICoE. The Specialist Centre will play a high-profile role in leading the development and dissemination of knowledge and global best-practice in the delivery of PPP projects and programmes within the smart and sustainable cities sector.

The Specialist Centre on PPPs in Smart and Sustainable Cities	
Role	<ul style="list-style-type: none"> • Develop and disseminate PPP best-practice in the smart and sustainable cities sector. Develop and implement PPP projects and programmes aligned to the ICoE's objectives and mission. • Conduct research and development within the smart and sustainable cities sector.
Governance	<ul style="list-style-type: none"> • Business plans, budgets, and internal processes are responsibility of IESE • IESE clearly defined empowerments, roles and responsibilities
Structure	<ul style="list-style-type: none"> • Integrated part of the IESE
Location	<ul style="list-style-type: none"> • Barcelona, Spain
Membership	<ul style="list-style-type: none"> • government and semi-government bodies • multi-national private-sector organizations • large private-sector organizations • small-medium enterprise (SME) private-sector organizations • academic institutions, professional / industry representative bodies, and other non-government organizations (NGOs) • individual membership
Functions	<ul style="list-style-type: none"> • Develop business plans and budgets for the Specialist Centre • Define, develop and implement processes for the operations management, human resources management, financial management and audit, performance measurement and reporting, facilities management and administration of the Specialist Centre • Operations management, human resources management, financial management and audit, performance measurement and reporting, facilities management and administration of the Specialist Centre • Following the development of the initial public release of the PPP best practice models in the smart and sustainable smart and sustainable cities sector, publicly launch, market, and annually review and update this document under the guidance of the UNECE • Actively promote the development of local and international PPP markets in the smart and sustainable cities sector • Establish a network of sector-specific stakeholders from the public and private sectors, and form alliances with key sector-specific bodies • Proactively assist the UNECE in obtaining support from countries to host other sector-specific PPP Specialist Centers • Establish a publicly-accessible database of clients, contractors and advisors operating within the smart and sustainable cities sector globally, as well as a publicly-accessible database of past, current, and future PPP projects within the smart and sustainable cities sector globally • Establish a database of best-practice policies and programme delivery strategies used by the public sector globally, that forms the research resource underpinning both the PPP best practice models in the smart and sustainable cities sector, as well as the consultancy services offered by the Specialist Centre • Providing government clients with advice and consultancy services in applying and contextualising the PPP best practice models in the smart and sustainable cities sector • Provide financial resources for the period of three (3) years towards the PPP work of the ICoE in the agreed terms. • Develop and conduct courses and knowledge-sharing forums in PPP for the smart and sustainable cities sector. • Develop and maintain a dedicated website, under the guidance of the UNECE. • Pursue the PPP best practice models in the smart and sustainable cities sector research agenda. • Host speakers and subject-matter experts to attend PPP capacity-building activities organized by the

	ICoE
Performance reporting	<ul style="list-style-type: none"> • Quarterly reporting on substantive activities to the UNECE secretariat
Funding	<ul style="list-style-type: none"> • All operational and facility costs are funded directly by the hosting organization, including (but not limited to) all wages, communications, utilities and ICT to support the Specialist Centre’s operation
Audit and copyright	<ul style="list-style-type: none"> • Full transparency of all documentation to the UNECE • The IESE retains copyright in all documentation and data produced by the Specialist Centre, while granting to the UNECE an exclusive royalty-free license for any use of the works referred to in Part A of Annex 1, including such future modification as may advance UNECE PPP standards, for the duration of its copyright in all languages, throughout the world, in all media

ANNEX 1

PART B: PPP best practice models for smart and sustainable cities

The Specialist Centre on PPPs in Smart and Sustainable Cities shall:

1. Based on a standard template for the ways to present PPP models provided by the UNECE, identify PPP best practice models in the smart and sustainable cities sector;
2. With the assistance of the UNECE, create a body of distinguished experts to advise the Specialist Centre on these models from both public and private sectors including representatives of International Organisations, and the Multilateral Development Banks¹;
3. Look at how these models need to be adapted in countries in a pre PPP stage in their development and develop partnerships with beneficiary countries of the Specialist Centre who are seeking support in developing their own smart and sustainable cities programmes through partnerships;
4. Once this data is collected, organize at least one annual meeting to disseminate these materials;
5. Become through the organization of such events a depository of best practice models that can be of specific help to improve PPPs in the smart and sustainable cities sector.

¹ As per the decision taken at the meeting of the ICoE on 25 June 2013 - see discussion paper prepared by the UNECE secretariat and the report of the meeting available at: <http://www.unece.org/index.php?id=32906>

ANNEX 1
PART C: Schedule

The PPP best practice models in the smart and sustainable cities sector should be developed by the Specialist Centre over a period of 18 months according to the following schedule:

- – by July 2015, present a draft of the PPP best practice models in the smart and sustainable cities sector based on international PPP experience;
- – by November 2015 prepare a final version of the PPP best practice models in the smart and sustainable cities sector;
- – by July 2015 present a list of potential best practice projects; and
- – by November 2015 prepare a final list of best practice projects.

ANNEX 2
Parties' Representatives

Representative: UNECE

Name: Geoffrey Hamilton
Position: Chief, Cooperation and Partnerships Section, Economic Cooperation and Trade Division, United Nations Economic Commission for Europe (UNECE)
Address: Office No. 468, Palais des Nations, CH-1211 Geneva 10, Switzerland
Phone: +41 22 91 72838
Mobile: +41 79 27 90084
Email: geoffrey.hamilton@unece.org

Representative: IESE

Name: Jaime Alonso Stuyck
Position: General Administrator
IESE, University of Navarra
Address: Avinguda Pearson núm. 21,
Barcelona,
Spain
Phone: +34 93 2534200
Email: JAlonsoStuyck@iese.edu

ANNEX 3
UNECE Bank details

The payment of the contribution mentioned in Article 2(a) of the Memorandum will be effected by the IESE in favour of the UNECE to the following bank account:

Account Name:	UNOG General Fund
Account Number:	485001802
Account currency:	United States dollars
Bank Name:	JP Morgan Chase
Bank Address:	277 Park Avenue, 23 rd Floor, New York, NY 10172, USA
Bank Number:	(ABA) 021000021
Bank Swift Code:	CHAS US 33
Reference:	Clearly Credit: "ECE-E182: UNECE Public-Private Partnerships (PPP) Initiative"