

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED NATIONS DEVELOPMENT PROGRAMME
AND
THE CRISIS MANAGEMENT CENTRE**

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 and the Crisis Management Centre (hereinafter “CMC”). UNDP and the Crisis Management Centre are hereinafter jointly referred to 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 sustainable development, eradication of poverty, advancement of women, good governance and the rule of law.

WHEREAS, UNDP represented by its Country Office (CO) is interested in enhancing its development activities in helping to strengthen the resilience of the country.

WHEREAS, the Crisis Management Centre is an organization duly organized under the laws of the country and committed to ensuring of continuity in the multi-sector and international cooperation, consultation and coordination in crisis management.

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

NOW, THEREFORE, the Parties agree to cooperate as follows:

**Article I
Purpose**

The purpose of this MOU is to provide a framework of cooperation and facilitate the collaboration between the Parties for implementation of the project 00089307 “ICT for Urban Resilience”, enclosed to this MOU as Annex I.

**Article II
Areas of Cooperation**

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

- i) Development of the Integrated Urban Resilience Action Plan for the City of Skopje;
- ii) Integration of the Urban Resilience Action Plan of the City of Skopje in the information platform of the Crisis Management System of the country;
- iii) Implementation of a Simulation Exercise and codification of the lessons learnt;
- iv) Development of a conceptual design for the “Smart City” concept and needs definition development of mobile applications for disaster risk reduction;
- v) Participation in the regional activities of the project;
- vi) Participation in the Project Board of the project; and
- vii) Joint identification of possible partnerships with other entities from the public and private sector aimed for facilitated and successful implementation of the project activities.

Article III Consultation and Exchange of Information

3.1 The Parties shall, 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 Article shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements 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 shall, 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 shall be subject to the procedures applicable to such meetings or conferences.

Article IV
Implementation of the MOU

4.1 It is understood that all activities will be carried out on the basis of the project document and this MOU agreed between UNDP and the concerned governments and the CMC, based on mutually agreed Work Plan and in accordance with the applicable UNDP regulations, rules and directives.

4.2 Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall enter into any contract or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this MOU and under cost-sharing agreements concluded hereunder.

4.3 Each Party shall be responsible for its acts and omissions in connection with this MOU and its implementation.

Article V
Visibility

The parties recognize that the cooperative arrangements should be publicized and therefore agree to acknowledge the role and contribution of each organization in all public information documentation relating to instances of such cooperation and use each organization's name and emblem in documentation related to the cooperation in accordance with the current policies of each organization and subject to prior written agreement of each party.

Article VI
Term, Termination, Amendment

6.1 The proposed cooperation under this MOU is non-exclusive and shall have an initial term of 19 (nineteen) months from the Effective Date, as defined in Article XII, but not later than 31.12.2016 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 periods, until the finalization of the project 00089307.

6.2 In the event of termination of the MOU, any cost-sharing or project cooperation agreements, and any project documents concluded pursuant to this MOU, may also be terminated in accordance with the termination provision contained in such agreements. In such case, the Parties shall take the necessary steps to ensure that the activities carried out under the MOU, the cost-sharing agreements, and project documents are brought to a prompt and orderly conclusion.

6.3 This MOU may be amended only by mutual written agreement of the Parties.

Article VII
Notices and Addresses

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.

For UNDP: Mr. Alessandro Fracassetti
 Deputy Resident Representative
 Jordan Hadzi Konstantinov Dzinot 23
 Skopje
 Tel: 32490-500
 e-mail: registry@mk.undp.org

For the Crisis Management Centre:
 Mr. Mutair Maksud
 Deputy Director
 Dimitar Mircev bb
 Skopje
 Tel: 3249-101
 e-mail: mail@cuk.gov.mk

Article VIII
Representations

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

Article IX
Settlement of Disputes

8.1 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 UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

8.2 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 United Nations Commission on International Trade Law (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 X
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 XI
Miscellaneous**

This MOU and any related co-financing agreements and project document comprise the complete understanding of the Parties in respect of the subject matter in this MOU and supersede all prior agreements relating to the same subject matter. Failure by either Party to enforce a provision of this MOU shall not constitute a waiver of that or any other provision of this MOU. The invalidity or unenforceability of any provision of this MOU shall not affect the validity or enforceability of any other provision of the MOU.

**Article XII
Entry into Force**

This MOU may be signed in counterparts, each of which shall be deemed an original and both of which duly executed shall constitute one entire document, and shall enter into force and effect on the date 04 June 2015 ("Effective Date") in which it is duly signed by both parties.

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

FOR CMC:



Mr. Mutair Maksud

Deputy Director

Date: 04.06.2015

FOR UNDP:



Mr. Alessandro Fracassetti

Deputy Resident Representative

Date: 04.06.2015

