

ACCORDO DI PARTENARIATO

TRA

Il Comune di Ragusa, con sede a Ragusa in Corso Italia n. 72, P.Iva 00180270886, nella persona del Sindaco pro tempore Avv. Giuseppe Cassì nato a Catania l'11/04/1963 e domiciliato per la carica presso il Comune di Ragusa, in qualità di Autorità Urbana beneficiaria

E

il Dipartimento di Architettura e Studi Urbani (DAStU) del Politecnico di Milano con sede a Milano via Bonardi n. 3 P. IVA 04376620151, nella persona del Legale Rappresentante del Dipartimento di Architettura e Studi Urbani, dott. Gabriele Pasqui nato a Milano il 18/02/1965 e domiciliato per la carica presso il Politecnico di Milano, in qualità di Delivery Partner

Premesso che

il Comune di Ragusa intende presentare un progetto nell'ambito del programma europeo Urban Innovative Action (UIA) in risposta al quinto Bando, consultabile al link <https://www.uia-initiative.eu/en/call-proposals/5th-call-proposals>, con scadenza per la presentazione della proposta il 12 Dicembre 2019;

rispetto ai temi specifici individuati dal bando, Qualità dell'aria, Economia Circolare, Cultura e Patrimonio Culturale, Cambiamento Demografico, l'amministrazione intende focalizzare l'attenzione presentando una proposta progettuale nell'ambito tematico "Cultura e Patrimonio Culturale/Culture and Cultural Heritage";

Considerato che l'obiettivo principale dell'iniziativa UIA è quello di offrire alle autorità urbane europee spazi e risorse per testare idee nuove e audaci, per affrontare sfide interconnesse alla complessità delle realtà sociali e che i progetti che verranno finanziati dovranno essere innovativi, di buona qualità, concepiti e realizzati con il coinvolgimento dei soggetti interessati, orientati ai risultati e trasferibili;

Dato atto che le autorità urbane dovranno cogliere l'opportunità offerta dall'iniziativa UIA per andare al di là dei "progetti normali" (che possono essere finanziati attraverso fonti "tradizionali", inclusi i programmi FESR convenzionali), scommettendo sulla trasformazione di idee ambiziose e creative in prototipi che possano essere testati in ambienti urbani reali;

Dato atto altresì che possono presentare domanda, nell'ambito di un Bando UIA, solamente le autorità urbane ammissibili, ai sensi dell'art. 2 del Capitolato tecnico del citato Bando, e che il Comune di Ragusa possiede i requisiti per candidarsi in quanto Autorità Urbana con popolazione residente sopra i 50.000 abitanti;

Considerato che il programma UIA prevede che le Autorità Urbane presentino i progetti in partenariato con soggetti pubblici e privati, denominati Delivery Partners, che saranno direttamente coinvolti nella co-progettazione e nell'eventuale implementazione del progetto (in caso di ammissione a finanziamento);

Verificato che l'Autorità Urbana oltre ai Delivery Partners può attivare un ulteriore livello di partecipazione coinvolgendo un gruppo più ampio di soggetti interessati che rivestiranno il ruolo di Stakeholders;

Considerato che tra gli obiettivi dell'Amministrazione rientra la valorizzazione, il recupero e la riqualificazione di una parte della città caratterizzata, purtroppo, da fenomeni di spopolamento e

degrado urbano, puntando ad interventi di riqualificazione di sistemi urbani e territoriali intorno all'idea di un "territorio parco";

che tale area comprende il quartiere di San Paolo e la Vallata Santa Domenica, nel quale insiste un vasto patrimonio storico, culturale e naturale che necessita di un sistema di azioni altamente innovative che mirino alla riattivazione dell'economia culturale, sociale e turistica dei luoghi in parola nell'intento di superare l'isolamento, consentendone una più rapida accessibilità e coesione con gli altri quartieri della città;

Dato atto che l'amministrazione comunale nei mesi scorsi ha avuto contatti, per vie informali, con rappresentanti del Politecnico di Milano e Un Habitat, agenzia delle Nazioni Unite, i quali, a seguito di sopralluoghi effettuati nelle aree citate hanno formulato una proposta progettuale per una possibile candidatura del Comune di Ragusa al sopracitato Bando;

Vista la sopracitata proposta progettuale pervenuta via mail, in data 11/11/2019 e protocollata al Protocollo Generale dell'Ente al n. 132401 il 19/11/2019, dal Dipartimento di Architettura e Studi Urbani (DASU) con sede a Milano via Bonardi n. 3 e precisamente dalla Docente Contin Antonella;

Verificate le professionalità e le competenze del Dipartimento di Architettura e Studi Urbani del Politecnico di Milano (DASU) il quale è stato selezionato dal Ministero dell'Università e della Ricerca (MIUR) tra i dipartimenti italiani finanziati per il periodo 2018-2022 nell'ambito dell'iniziativa "Dipartimenti di Eccellenza" (L. 232/2016) con l'obiettivo di esplorare nuovi processi articolati e plurali di "fragilizzazione" del rapporto spazio-società, osservando tale rapporto in termini di esposizione a molteplici e differenziati fattori di rischio: ambientale, sociale, economico, politico, istituzionale;

Considerato che tutte le idee progettuali pervenute al Comune di Ragusa in merito al Bando UIA possono essere considerate valide ma affrontano singoli aspetti che necessitano di essere inglobati per confluire in un processo più ampio di co-progettazione che, pur tenendo conto di tutti i contributi degli stakeholders locali, venga guidato da professionalità ed expertise di cui il Politecnico può vantarsi;

Preso atto che il Politecnico di Milano, in data 11/04/2019, ha sottoscritto un accordo di partenariato con Un Habitat, allegato al presente accordo per farne parte integrante e sostanziale, finalizzato ad avviare una collaborazione per la realizzazione di progetti di sviluppo sostenibili;

Richiamato il comma 1 dell'art. 15 della legge n.241 del 1990 e s.m.i. che stabilisce che le Amministrazioni Pubbliche possono sempre concludere tra loro accordi per disciplinare lo svolgimento in collaborazione di attività di interesse comune;

Attesa

la volontà delle Parti di attivare una collaborazione

tutto quanto premesso

tra le Parti, si sottoscrive il seguente

Accordo di partenariato

Articolo 1 – Oggetto

Con il presente Accordo, le Parti intendono regolamentare i rapporti e le modalità di interazione per la predisposizione della proposta progettuale che consentirà al Comune di Ragusa di potersi candidare al V Bando UIA con scadenza 12 Dicembre p.v. scegliendo l'obiettivo tematico "Cultura e Patrimonio Culturale"

L'obiettivo del progetto è la rigenerazione collaborativa del patrimonio naturale, archeologico e immobiliare del quartiere San Paolo e della Vallata Santa Domenica. Si partirà dalla rigenerazione del patrimonio pubblico che costituirà il driver per la definizione di un processo di riattivazione dell'intero quartiere che non avvenga più in maniera frammentata, ma attraverso una visione di scala e collettiva del suo futuro: il quartiere di San Paolo come laboratorio di innovazione culturale urbana e porta sul territorio.

Scopo del progetto è quello di definire nuovi approcci in grado di innescare processi produttivi di rigenerazione urbana collaborativa di queste aree, sfruttando il patrimonio e la cultura per rigenerare anche la sfera socioeconomica attraverso la partecipazione e l'innovazione.

Nel caso in cui le parti sottoscrittrici del presente accordo lo ritenessero di interesse, la collaborazione tra i due Enti potrà estendersi anche all'adattamento della citata idea progettuale per consentire la candidatura nell'ambito di altri bandi comunitari.

Articolo 2 – Obblighi delle parti

Le Parti si impegnano reciprocamente, a collaborare, ciascuno per le proprie competenze, alla stesura della proposta progettuale da presentare nell'ambito del V Bando UIA con scadenza 12/12/2019 e precisamente:

- **il Comune di Ragusa** in qualità di Autorità Urbana beneficiaria e responsabile della realizzazione e gestione dell'intero progetto si impegna a:
 - mettere a disposizione tutte le risorse umane necessarie e gli strumenti programmatici già adottati dal Comune in materia paesaggistica, urbanistica, mobilità ecc..
 - facilitare e coordinare l'incontro tra gli stakeholders locali ai fini della co-progettazione
 - istituire una unità intersettoriale che collaborerà alla stesura della proposta progettuale
 - predisporre tutta la documentazione amministrativa necessaria a consentire la partecipazione del Comune al bando in parola ed in caso di ammissione a finanziamento, l'attuazione delle attività progettuali
 - mettere a disposizione il patrimonio immobiliare di proprietà dell'Ente che ricade nelle aree oggetto dell'intervento
 - di favorire processi di integrazione tra le azioni intraprese nell'ambito della proposta progettuale di cui all'art. 1 con altri interventi di futura programmazione e con gli interventi già in atto
- **Il Dipartimento di Architettura e Studi Urbani del Politecnico di Milano (DASU)**, in qualità di Delivery partner si impegna:
 - coinvolgere Un Habitat in forza dell'accordo sopra citato nell'ambito della redazione della proposta progettuale e nella eventuale realizzazione e gestione delle attività per l'attuazione del processo di pianificazione partecipativa basato sull'approccio a tre punte (3PA);
 - collaborare ed assistere il Comune nella redazione della proposta progettuale;
 - coordinare gli altri delivery partners che si aggiungeranno al partenariato e gli stakeholders locali nel processo di co-progettazione

- favorire le dinamiche necessarie ad innescare un progetto condiviso tra pubblico e privato per generare un sistema produttivo in linea con le esigenze odierne (industria culturale, servizi alla persona, digitale)

Articolo 3 – Decorrenza e Durata

Il presente accordo decorre dalla data della sua sottoscrizione e ha durata fino alla data di presentazione del progetto ovvero il 12/12/2019, in caso di ammissione a finanziamento fino alla data di conclusione del progetto.

Nel caso in cui le parti volessero collaborare per candidature ad altri bandi comunitari i termini della loro collaborazione saranno definiti con successivi accordi.

Articolo 4- Foro competente

Gli Enti sottoscrittori si impegnano a risolvere amichevolmente tutte le controversie che dovessero insorgere tra loro in dipendenza del presente .

Ogni controversia derivante dall'esecuzione del presente accordo che non venga definita bonariamente sarà devoluta all'organo territorialmente e ratione materiae competente, secondo quanto previsto dalla vigente normativa.

Letto, firmato e sottoscritto

Luogo e data _____ - ____

Per il Comune di Ragusa, Beneficiario,
Il Sindaco Avv. Giuseppe Cassì

Per il Dipartimento di Architettura e
Studi Urbani del Politecnico di Milano
Il Direttore Gabriele Pasqui



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS HUMAN SETTLEMENTS PROGRAMME

AND

POLITECNICO DI MILANO

AND

FONDAZIONE POLITECNICO DI MILANO

PREAMBLE:

WHEREAS, the United Nations Human Settlements Programme (hereinafter referred to as “UN-Habitat”), established by the General Assembly of the United Nations by its resolution 32/162 of 19 December 1977, transformed into a Programme by its resolution 56/206 of 21 December 2001, having its Headquarters in Nairobi, Kenya. UN-Habitat is the coordinating agency within the United Nations System for human settlement activities and in collaboration with governments is responsible for promoting and consolidating collaboration with all partners, including local authorities, private and non-governmental organizations in the implementation of the Sustainable Development Goals (SDGs), in particular, Goal 11 of “*Making cities and human settlements inclusive, safe, resilient and sustainable*”, as well as the task manager of the human settlements chapter of Agenda 21 and focal point for the monitoring, evaluation and implementation of the New Urban Agenda adopted during the United Nations Conference on Housing and Sustainable Urban Development (Habitat III), in Ecuador, Quito, 2016;

WHEREAS, the Politecnico Di Milano (hereinafter referred to as “POLIMI”) is a public scientific-technological University and is committed to the training of engineers, architect and industrial designers having its headquarters in piazza Leonardo da Vinci 32 – 20133 Milano, Italy;

WHEREAS, Fondazione Politecnico Di Milano (hereinafter referred to as “FPM”) is based in Milan, Italy, and was founded as University Foundation in 2003 through a joint effort between POLIMI, major city and regional institutions and important corporations to support the university’s research projects and contribute to innovating and developing the economic, productive and administrative environment. FPM is committed to develop innovation projects for large and SME companies, European projects and training programmes; aware of the importance of contributing to economic and social growth, FPM develops social responsibility projects in collaboration with POLIMI, involving teachers and students in the drive for civil and communal change. In a global context, FPM has been active in co-operation projects with both countries in need and nations experiencing exponential growth.

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WHEREAS, UN-Habitat, POLIMI and FPM (hereinafter collectively referred to as the “Parties” and individually as the “Party”) are committed to collaborate on supporting metropolitan areas for achieving the SDGs and implementing the New Urban Agenda with different activities for including capacity building activities, education and research;

WHEREAS, the “Parties” recognizing the benefits of genuine, substantive cooperation and wishing to pursue the aforementioned cooperation have entered into this Memorandum of Understanding (hereinafter referred to as the “MoU”) in a spirit of trust and cooperation;

NOW THEREFORE, the Parties hereto hereby agree as follows:

ARTICLE I

Scope and Purpose

1. The purpose of this MoU is to provide a framework of cooperation within which the Parties shall work together on different projects on urban and metropolitan development.
2. The collaboration between the Parties will be implemented with a focus on capacity development and advocacy for sustainable (urban, peri-urban and rural) development.
3. Subject to Article II, clause (5) herein below, and to their respective regulations, rules, policies, practices, procedures, the Parties shall collaborate and work together to promote integrative concepts for metropolitan development; jointly conduct capacity development activities such as workshops, trainings and planning studios; do joint advocacy work; support research, internships and joint publications among other projects.
4. The following shall be the primary results of the collaboration:
 - (a) Contribution to projects on Metropolitan issues (e.g. MetroHUB, TellME or similar);
 - (b) Joint events for promoting metropolitan concepts for example at WUF or other conferences or events;
 - (c) Joints research on Metropolitan Approach such as Spatial decision support system tools;
 - (d) Development of joint capacity building tools;
 - (e) Joint fund raising for metropolitan projects, research, trainings activities;
 - (f) Joint research on innovative education and training.

ARTICLE II

General Responsibilities of the Parties

1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of this MoU. The Parties agree to join efforts and to maintain close working relationships in order to achieve the objectives of this MoU.

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2. The Parties shall keep each other informed of all relevant activities pertaining to this MoU and shall hold consultations at any time any Party considers it appropriate.
3. The Parties shall refrain from any action that may adversely affect the interests of the other Party and fulfill their commitments with fullest regard to the terms and conditions of this MoU and the principles of the United Nations and UN-Habitat.
4. Each party shall nominate a focal point for this collaboration as stated under **Article XI** ("*Notices*"), **clause (1)** herein below.
5. The Parties agree that this MoU and any work plan agreed to hereunder are neither fiscal nor funding obligations documents. Any commitment to transfer anything of value involving reimbursement or to provide funds, goods or services by the Parties for any agreed activity will be outlined in separate agreements that will be made in writing by representatives of the Parties and will be independently authorised by an appropriate authority of the funding party consistent with the regulations, rules, policies and practice of the Parties. The Parties agree that this MoU does not provide such authority.
6. The Parties may exchange information and consult each other, as necessary and appropriate, in the interest of identifying additional areas in which effective and practical cooperation may be possible as means of carrying out joint activities and programmes within the framework of this MoU.

ARTICLE III

Areas of Collaboration of the Parties

1. Subject to Article II, clause (5) herein above, the Parties will jointly collaborate on the implementation of projects, capacity development activities, research, advocacy or related activities for metropolitan planning including:
 - (a) Providing support to MetroHUB initiative (technical, data collection; knowledge management; and other areas);
 - (b) Providing technical and advisory support to TELLme project;
 - (c) Providing support to Urban-Rural Linkages initiatives;
 - (d) Subject to availability of funds, undertake joint events at different international conferences;
 - (e) Undertake research and data collection supporting the development of defining spatial decision support systems (SDSS) or publications; and
 - (f) Provide education and training to different audiences, ranging from national to regional to local government authorities, but also other stakeholders to be involved through focus groups relating to the activities of this MoU.

ARTICLE IV

Specific Responsibilities the Parties

1. Subject to Article II, clause (5) herein above, among the specific responsibilities of UN-Habitat are as follows:

- (a) Provide support to the TELLme project, led by POLIMI, as appropriate such as by revision of documents, commenting on concept notes, project proposals, training materials etc;
- (b) Support POLIMI and FPM's training and capacity development activities as appropriate (e.g. comments on Concept Notes; actively contributing with content to activities; evaluation and action planning for further activities);
- (c) Support events organized by POLIMI and FPM's where appropriate and in relation to joint work (e.g. by sharing the information; advocacy and outreach, participation when appropriate and feasible);
- (d) Support POLIMI and FPM's research and data collection (by providing data as appropriate and commenting on the kind of data to be collected); supporting the development of defining spatial decision support system tool (SDSS) or publications; and
- (e) Support other projects for Metropolitan Development and Urban-Rural Linkages as appropriate (e.g. advocacy work; comments on Concept Notes and project proposals; joint fund-raising initiatives).

2. Subject to Article II, clause (5) herein above, among the specific responsibilities of POLIMI and FPM jointly are as follows:

- (a) Support the UN-Habitat MetroHUB and/or other UN-Habitat initiatives for sustainable urban, peri-urban and rural development (including system of cities and territorial approaches) for supporting the implementation of the New Urban Agenda such as by commenting and advising on activities, concepts, programmes where appropriate; providing data and maps; advocacy work; fund raising activities;
- (b) support data collection, and knowledge management e.g. by sharing collected data and commenting on which data to collect; engaging with students at different levels for supporting this work;
- (c) Support (e.g. commenting; drafting; revision; or) joint development of tools; training and learning materials;
- (d) Support advocacy work for metropolitan projects such as the MetroHUB where appropriate e.g. by sharing information and promoting the MetroHUB initiative;
- (e) Support capacity development activities organized by UN-Habitat at country level by providing content; doing presentations; input on concepts;
- (f) Support research, project development and related activities and publications (e.g. by providing articles or inputs to articles; comment on projects proposal; and promote publications;
- (g) Support other projects for Metropolitan Development and Urban-Rural Linkages as appropriate (e.g. by revision of or comments to documents; participation in outreach or training activities; collaboration on training materials where appropriate).

ARTICLE V

Monitoring and Evaluation

1. The Parties shall maintain regular close consultations to monitor and review the progress of activities for each joint project that maybe agreed upon.
2. The Parties will share with each other all relevant information and documents, including research, reports and any other information related to the activities, outputs and finally impact of this collaboration.
3. The Parties may wherever possible and as appropriate and subject to availability of funds, undertake joint mission with respect to the activities under this MoU.

ARTICLE VI

Termination

1. This MoU may be terminated by either Party giving the other party a written notice of thirty (30) days prior to its intention to terminate. In the event of termination, the Parties will take the appropriate steps to bring activities under this MoU to a prompt and orderly conclusion.
2. The termination of this MoU shall not affect any other agreement already entered into by either Party.

ARTICLE VII

Amendments

1. This MoU may be modified by written agreement between the Parties hereto. Any relevant matter for which no provision is made in this MoU will be settled by the Parties in keeping with the general objectives of the MoU and in a manner that is conducive to continued good relations.

ARTICLE VIII

Dispute Settlement

1. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this MoU or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with United Nations Commission on International Trade Laws (UNCITRAL) Conciliation Rules then obtaining, or according to such procedure as may be agreed between the parties.
2. Any dispute, controversy or claim between the Parties arising out of or relating to this MoU or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. 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 IX
Privileges and Immunities

1. 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 UN-Habitat.

ARTICLE X
Use of the Name, Emblem or Media

1. Neither Party will use the name or emblem of the other Party, or an abbreviation thereof, in connection with its business or otherwise, without the express prior written permission by a duly authorized representative of the Party in each case.
2. Neither Party has the authority, express or implied, to make any public statement on behalf of other Party and all press releases issued in relation to this MoU shall be approved in writing in advance by the Parties before being issued.

ARTICLE XI
Notices

1. Any notice required to be given by either Party under this Agreement shall be given in writing and shall be deemed given when actually received by the other Party, to the following addresses below:

<u>To UN-Habitat</u> For Operational Matters: Names: Remy Sietchiping Title: Leader, Regional and Metropolitan Planning Unit, Urban Planning and Design Branch; Address: Gigiri Complex, Nairobi, Kenya Telephone Number: +254207623858 Email Address: remy.sietchiping@un.org	<u>To POLIMI</u> For Operational Matters: Names: Antonella Contin Title: Assistant Professor Address: Via Bonardi, 3. Milano (Italy) Telephone Number: +39 02 23995527 Email Address: antonella.contin@polimi.it <u>To FPM</u> For Operational Matters: Names: Patrizia Giordano Title: researcher and Project Manager Address: p.zza Leonardo da Vinci, 32. Milano (Italy) Telephone Number: +39 02 23999764 Email address: patrizia.giordano@fondazione.polimi.it
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ARTICLE XII

Confidential Nature of Documents

1. Information that is considered proprietary by either Party and that is shared or disclosed to the other, and is designated as confidential, shall be held in confidence by that Party and shall be used for the purpose for which it was disclosed.

ARTICLE XIII

Copyright, Patents and Proprietary Rights

1. Except as is otherwise expressly provided in writing in the MoU, the Parties shall be entitled to their own intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of this MoU.

2. To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of either Party: (i) that pre-existed the performance by either Party under this MoU, or (ii) that either Party may develop or acquire, or may have developed or acquired, independently of the performance of this MoU, neither Party shall claim any ownership interest thereto, without the express prior written permission of a duly authorized representative of the Party in each case.

ARTICLE XIV

Indemnity

1. POLIMI and FPM shall indemnify, hold and save harmless, and defend at its own expense, UN-Habitat, its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind, including their costs and expenses, arising out of or omissions of POLIMI and FPM, or POLIMI and FPM's employees, officers, agents or sub-contractors, in the implementation of this MoU. This provision shall extend, *inter alia*, to claims and liability in the nature of worker's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by POLIMI and FPM, its employees, officers, agents or sub-contractors. The obligations under this Article do not lapse upon termination of this MoU.

ARTICLE XV

Officials not to Benefit

1. POLIMI and FPM warrant that they have not and shall not offer any direct or indirect benefit arising from or related to the implementation of this MoU or the award thereof to any representative, official, employee, or other agent of UN-Habitat. The Parties acknowledge and agree that any breach of this provision is a breach of an essential term of this MoU.



ARTICLE XVI
Conflict of Interest

1. The Parties hereto warrant that at the time of signing this MoU no conflict of interest exists or is likely to arise in the implementation of its obligations under this MoU.
2. If a conflict of interest arises or appears likely to arise during the duration of this MoU, the parties hereto shall:
 - (a) Immediately notify each other;
 - (b) Make full disclosure of all relevant information relating to the conflict; and
 - (c) Take such steps as reasonably required to resolve or otherwise deal with the conflict.

ARTICLE XVII
Legal Status of the Parties

1. Nothing contained in or relating to this MoU shall be construed to create a partnership, a joint venture, employment or agency relations between the Parties.
2. The officials, representatives, employees, or subcontractors of either Party shall not be considered in any respect as being employees or agents of the other Party.
3. The collaboration between the Parties under this MoU shall be on a non-exclusive basis.
4. Nothing in this MoU creates, or is intended to create, any legally enforceable rights or obligations on the Parties
- 5.

ARTICLE XVIII
Entry into Force

1. This MoU shall enter into force upon signature by the authorized representatives of the Parties, being effective from the date of the latest signature and shall remain valid until **31 December 2022** from the effective date of this MoU, unless earlier terminated by either Party in accordance with **Article VI** ("**Termination**") above.

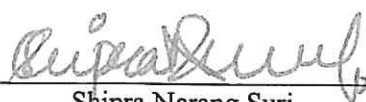
ARTICLE XIX
Entire Agreement

1. This MoU constitutes the entire understanding of the Parties with respect to its subject matter and supersedes all oral communications and prior written documents.

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IN WITNESS WHEREOF, the undersigned, duly appointed representatives of the Parties have signed this MoU in three (3) originals at the place(s) and on the date(s) herein below indicated.

For UN-Habitat	For <u>POLIMI</u>	For <u>FPM</u>
 Shipra Narang Suri, Branch Coordinator Urban Planning and Design Branch; UN-Habitat Place: Nairobi, Kenya Date: <u>11.04.18.</u>	  Prof. Ferruccio Resta Rector Place: <u>Milano</u> Date: <u>7/5/2018</u>	 Eng. Eugenio Gatti General Director Place: <u>Milano</u> Date: <u>7.5.2018</u> 