



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED NATIONS HUMAN SETTLEMENTS
PROGRAMME

AND

THE INTERNATIONAL TELECOMMUNICATION UNION

A handwritten signature in blue ink, consisting of a stylized 'M' and a circular flourish.

PREAMBLE:

WHEREAS, the United Nations Human Settlements Programme (hereinafter “**UN-Habitat**”), was 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, as the coordinating agency within the United Nations System for human settlement activities, 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), held in Quito, Ecuador, in 2016, in addition to the UN-Habitat Strategic Plan 2026 to 2029;

WHEREAS, the International Telecommunication Union (hereinafter “**ITU**”) is the United Nations specialized agency for information and communication technologies. ITU was founded in 1865, with its headquarters in Geneva, Switzerland. ITU is responsible for: (i) facilitating international connectivity in communication networks; (ii) allocating global radio spectrum and satellite orbits; (iii) developing the technical standards that ensure networks and technologies seamlessly interconnect; and (iv) improving access to information and communication technologies (ICTs) to underserved communities worldwide;

WHEREAS, UN-Habitat and ITU have agreed to collaborate on the implementation of initiatives related to people-centred smart cities, urban data and sustainable urban development, leveraging joint efforts in resource mobilisation as further described herein below;

WHEREAS, UN-Habitat and ITU (hereinafter collectively referred to as the “**Parties**”, and individually as, the “**Party**”), recognizing the benefits of genuine, substantive cooperation and wishing to pursue such collaboration, have entered into this Memorandum of Understanding (hereinafter referred to as the “**MoU**”) in a spirit of trust and cooperation;

NOW THEREFORE, the Parties hereby agree as follows:

ARTICLE I

Scope and Purpose

1. The purpose of this MoU is to provide a non-exclusive framework of cooperation within which the Parties may explore common interests and activities pursuant to their missions and objectives.
2. The collaboration between the Parties will focus on leveraging information and communication technologies (ICTs) and relevant standards to support inclusive, sustainable urban development in line with the United Nations Sustainable Development Goals (SDGs), the UN Secretary-General's Roadmap for Digital Cooperation, the Pact for the Future and its Global Digital Compact. In particular, the Parties will seek to implement initiatives aimed at closing the digital divide through enhanced digital connectivity, joint data collection and

capacity building, secure ICT infrastructure, promoting people-centred approaches to smart cities and communities and supporting the application of innovative approaches to support the provision of adequate housing, land and basic services for all.

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.
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 fulfil their commitments with fullest regard to the terms and conditions of this MoU and the principles of the United Nations, UN-Habitat and ITU.
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 do not give rise to any financial or fiduciary obligations or responsibilities. Any commitment to transfer anything of value involving reimbursement or compensation or to commit, or provide funds, resources, goods, or services by the Parties, directly or indirectly, for any agreed activity will be outlined in separate agreements that will be made in writing and signed by representatives of the Parties and will be independently authorised by an appropriate authority of the Parties consistent with the regulations, rules, policies and practice of, and or applicable to, the Parties. The Parties agree that this MoU does not provide such authority.
6. The Parties may exchange non-confidential 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. The Parties acknowledge UN-Habitat's strategic focus on access to adequate housing, land and basic services for all, and the three impact areas agreed by United Nations Member States and outlined in the UN-Habitat Strategic Plan 2026-2029:
 - a) Equitable and inclusive prosperity for poverty eradication;
 - b) Preparedness, response, recovery and reconstruction;
 - c) Environment and climate action.

The Parties also acknowledge ITU's strategic goals: universal connectivity and sustainable digital transformation as outlined in the ITU Strategic Plan 2024-2027.

2. Subject to their respective mandates, regulations, rules, policies, practices and procedures, the Parties shall collaborate in the following thematic areas and within their relevant functional units:

- a) **Digital connectivity and inclusion:** Supporting efforts to advance universal, meaningful and affordable connectivity and affordable access, with a particular focus on people in vulnerable situations, including those living in informal settlements. This includes leveraging digital and emerging technologies, as well as data, to close all digital divides in cities and communities to enhance the mapping and monitoring of informal settlements, thereby paving the way for their subsequent upgrading.
- b) **Technology-enabled urban development:** Promoting the application of ICTs and emerging technologies such as artificial intelligence (AI), machine learning (ML), Internet of things (IoT), digital twins and quantum computing, to address urban development challenges such as inadequate housing, limited access to basic services (including Internet connectivity), environmental sustainability, cybersecurity, and infrastructure resilience, also in the context of disasters and conflict crises.
- c) **People-centred smart cities:** Strengthening collaboration to develop and implement ITU standards and localize the principles of the UN Habitat people-centred smart city guidelines. This includes developing joint programmes that place people at the centre of innovation and smart city initiatives led by local and national governments, drawing on the principles and enablers outlined in the technical guidelines on people-centred smart cities and the deliverables of the United for Smart Sustainable Cities Initiative (U4SSC). Support will include capacity building, technical assistance, and other forms of support to governments.
- d) **Urban data:** Strengthening collaboration through the Global Urban Data Coalition and facilitating the collection of relevant data on people-centred smart cities and digital technologies, including through the joint initiatives outlined above and country-level activities. The data collected may be analysed and used to contribute to global urban databases (UN-Habitat), UN-Habitat's flagship World Smart Cities Outlook report, U4SSC and other relevant global, regional and local reports and platforms. It may also inform the development of digital tools designed to address specific urban challenges.
- e) **Cybersecurity:** Developing and implementing cybersecurity standards and best practices; promoting awareness and capacity-building among urban stakeholders; and collaborating on research and development of innovative cybersecurity solutions tailored to the needs of smart cities.
- f) **Resource mobilization and joint projects:** (i) Coordinating when collaborating with partners and donors who wish to support the thematic areas of this MoU, as well as specific projects relating thereto. This coordination can be guided by a jointly developed Resource Mobilization Strategy and an associated implementation plan, to be formulated in consultation between the Parties. (ii) Collaborating to identify and pursue funding opportunities,

partnerships, and investment strategies to support joint initiatives under the areas outlined in this MoU, with a focus on scalability and sustainability. This includes the joint conceptualisation and design of initiatives and projects at regional, country and local levels, aligned with specific national or city strategies and developed in cooperation with the relevant regional and country teams. These initiatives can place strong emphasis on capacity-building across all thematic areas of this MoU, including the design and delivery of training sessions and workshops for government officials and local communities.

- g) **Global advocacy and inter-agency engagement:** Strengthening coordinated advocacy and joint collaboration through selected platforms and initiatives, including U4SSC, the Partner2Connect Digital Coalition (P2C), Green Digital Action, GIGA, the World Urban Forum (WUF), the World Summit on the Information Society (WSIS), AI for Good, the Smart City Expo World Congress, and the Global Water Operators' Partnership Congress (GWOPA), with the objective of jointly advocating for the thematic areas outlined above.
- h) **UN Digital Cooperation Day:** Collaborating to support and contribute to the objectives of UN Digital Cooperation Day, including promoting inclusive digital transformation, awareness-raising on emerging technologies, multi-stakeholder engagement, and advocacy for international digital cooperation. This includes exploring joint activities such as events, workshops, knowledge-sharing, and policy dialogues to advance global digital cooperation and inclusive, sustainable digital development.

3. Without prejudice to the identification of additional areas of coordination and cooperation under this MoU, the Parties agree to work together to achieve the following, subject to the availability of funding and the respective rules and regulations of the Parties:

- a) The development of an agreed workplan and a regional and thematic area matrix for the implementation of this MoU, to be reviewed at a joint consultation between the Parties annually;
- b) The joint development of initiatives and projects aimed at promoting digital and emerging technologies, data systems and standards – particularly those related to ICT – in alignment with the Pact for the Future and the Global Digital Compact, with the objective of enhancing sustainable urban development globally. This collaboration includes the monitoring and evaluation of joint initiatives to assess impact and capture lessons learned; data collection and analysis; policy advice; capacity building; and global advocacy - all aimed at ensuring deeper, long-term development impact beyond individual projects;
- c) The development and dissemination of standards, policy guidelines, toolkits, and knowledge products relevant to the thematic focus areas;
- d) Active engagement with, and providing support to, national, regional and local governments, as well as to other relevant stakeholders, in the thematic areas of this MoU;
- e) Joint organisation of capacity-development activities, advocacy events, and

knowledge-sharing platforms.

ARTICLE IV
Specific Responsibilities of the Parties

1. Subject to Article II, clause (5) herein above, the **specific responsibilities of UN-Habitat** will include:

- a) Sharing information, at their discretion, on its current work, potential projects and goals, as determined by it, to enable ITU to identify and propose specific joint initiatives;
- b) Within the scope of available resources, supporting relevant ITU-led forums and initiatives, including U4SSC, P2C, Green Digital Action, GIGA, WSIS, and AI for Good;
- c) At their discretion, leveraging its global city networks, platforms, and regional and country offices to facilitate the active engagement of local and regional governments in the implementation of this MoU;
- d) Engaging UN-Habitat's digital facility, the United Nations Innovation Technology Accelerator for Cities (UNITAC Hamburg), to support the collaboration (strategy, development of digital tools, capacity development, joint research and knowledge products), advancing sustainable urban development through context-specific and people-centred digital solutions;
- e) Subject to prior written agreement by the Parties, identifying opportunities for the co-branding or co-production of activities between UN-Habitat and ITU, as well as exploring opportunities to jointly mobilize resources and partnerships to scale collaborative initiatives.

2. Subject to Article II, clause (5) herein above, the **specific responsibilities of ITU** will include:

- a) Sharing information at their discretion regarding its current work, potential projects and goals, as determined by it, to enable UN-Habitat to identify and propose specific joint initiatives;
- b) Within the scope of available resources, support relevant UN-Habitat forums and initiatives and contribute, as appropriate, ICT expertise, speakers, and thought leadership to these convenings, including the United Nations Habitat Assembly, the World Urban Forum, the Global Water Operators' Partnerships Alliance (GWOPA), the Global Urban Data coalition and other flagship initiatives;
- c) At their discretion, leveraging its global membership of 194 Member States, over 1 000 telecom operators, regulators, industry partners, city networks and academia partners to connect digital innovation with city-level needs and UN-Habitat platforms, global city networks, platforms, and regional and country offices to facilitate the active engagement of local and regional governments in

the implementation of this MoU;

- d) Subject to prior written agreement by the Parties, identify opportunities for co-branding or the co-production of activities between UN-Habitat and ITU.

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 may be agreed upon.
2. The Parties will share with each other all relevant non-confidential 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, undertake joint official missions with respect to the implementation of 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 promptly settle through direct negotiations any dispute, controversy, or claim arising out of or relating to this MoU, or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either has notified the other of the dispute, controversy or claim and of measures which should be taken to rectify it, shall be referred to the Executive Heads of UN-Habitat and ITU.

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 and ITU.

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 the 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, which approval shall not be unreasonably withheld.

ARTICLE XI

Notices

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

<u>To UN-Habitat</u>	<u>To ITU:</u>
For Operational Matters:	For Operational Matters:
Name: Graham Alabaster	Name: Cristina Bueti
Title: Chief, UN Habitat Geneva Office	Title: ITU Focal point on Smart Sustainable Cities
Address: UN-Habitat Geneva Office Palais des Nations, S2 Building 1211 Geneva, Switzerland	Address: International Telecommunication Union (ITU) Place des Nations 1211 Geneva, Switzerland
Telephone Number: +41763584929	Telephone Number: +41227306301
E-mail: graham.alabaster@un.org	E-mail: cristina.bueti@itu.int

ARTICLE XII

Copyright, Patents and Proprietary Rights

1. Except as is otherwise expressly provided in writing in the MoU, each Party shall be entitled to its 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, that Party's 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.

3. If the Parties decide to engage in joint development of intellectual property or other proprietary rights, the Parties must, prior to engaging in such activities, negotiate in good faith a signed, written agreement regarding the ownership and license rights (if any) of any intellectual property that may be jointly created.

ARTICLE XIII

Data Protection

The Parties will ensure an appropriate protection of personal data in accordance with their respective regulations, rules, policies, and procedures with due regard to the UN Personal Data Protection and Privacy Principles. The Parties acknowledge and agree that "personal data" is defined as information relating to an identified or identifiable natural person (data subject) that is processed by, or on behalf of, the respective Parties concerned.

ARTICLE XIV

Officials not to Benefit

1. UN-Habitat and ITU 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 the other Party. The Parties acknowledge and agree that any breach of this provision is a breach of an essential term of this MoU.

ARTICLE XV

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, subject to applicable laws and professional standards; and
- c) Take such steps as reasonably required to resolve or otherwise deal with the conflict.

ARTICLE XVI

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 binding enforceable rights or obligations on the Parties.

ARTICLE XVII

Entry into Force

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 for a period of five years from the effective date of this MoU, unless earlier terminated by either Party in accordance with **Article VI ("Termination")** above or amended in accordance with **Article VII ("Amendments")**.

ARTICLE XVIII

Entire Agreement

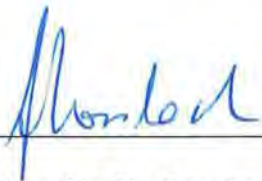


This MoU constitutes the entire understanding of UN-Habitat and ITU with respect to its subject matter and supersedes all oral communications and prior written documents.



ARTICLE XIX
Signatures - Counterparts

This MoU may be executed by facsimile or by electronic signature and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of the Parties have signed this MoU on the date(s) herein below indicated.

For UN-Habitat	For ITU
 Anacláudia Rossbach Under-Secretary-General and Executive Director	 Doreen Bogdan-Martin Secretary-General
Place:  _____	Place:  _____
Date:  _____	Date:  _____